Records of Fort St. George

PLEADINGS
IN THE MAYOR'S COURT, 1736

MADRAS
PRINTED BY THE SUPERINTENDENT, GOVERNMENT PRESS

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Madras. Mayor's Court

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PREFATORY NOTE

This volume pertains to the year 1736 in the series of records known as "Pleadings in the Mayor's Court."

The manuscript volume corresponding to this year is not found among the records of this office. The matter contained in this volume has therefore been entirely supplied by the courtesy of the India Office from their series "Madras Mayor's Court Proceedings", and the India Office typescripts have been preserved in place of the original.

EGMORE,

17*th July* 1937.

B. S. BALIGA,
Curator, Madras Record Office.

RECORDS OF FORT ST. GEORGE

PLEADINGS IN THE MAYOR'S COURT
1736.

RECORDS OF THE HONOURABLE THE MAYOR'S COURT OF MADRASPATNAM.
ANNO 1736.

Present

HOLLAND GODDARD ESQ. MAYOR,

HUGH NAISH, JOHN SAUNDERS, THOMAS APPLEBY, EDWARD MICHELL,
AND EDWARD FOWKE, ALDERMEN.

MAYORS COURT.

TO THE HONOURABLE THE MAYORS COURT
AT MADRASPATNAM.

DEC[R]. 23[D]. 1735.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Etrauze Merchant now being and resideing in Madrass That Gongalue of Madras also Merchant having occasion for a Summ of money applyed himself to your Orator for the Loan thereof whereupon Your Orator did advance and Lend to the said Gongalue the Summ of Fifty Pagodas Current of Madrass which is in Sterling money of Great Britain at the rate of eight shillings per Pagoda the Summ of Twenty Pounds or thereabouts and for securing the payment thereof the said Gongalue did give to your Orator One Cadjan Note or Writing bearing date the fourth day of April which was in the year of Our Lord One Thousand Seven Hundred Thirty Five Thereby promising to repay the same on demand with Interest after the rate of Nine per Cent per annum which said Cadjan Note or Writing is now in Your Orators Custody and ready to be produced as this Honourable Court shall direct. A Translate whereof is hereunto annexed and to which for greater certainty therein Craves Leave to be referred will more fully and at large appear And Your Orator further shews he has often in a friendly manner requested payment of the said moneys and Interest thereon But now so it is May it please this Honourable Court that the said Gongalue has from time to time postponed Your Orator and now Absolutely refuses to Satisfy his said Engagements. This is the End of the Bill.

HENRY WADDINGTON,
Atty. for the Compt.

APRIL THE 4TH 1735.

We Raganagula and Gongalu doe hereby acknowledge to have jointly borrowed and received the Summ of Fifty Pagodas from Etrauze in order to purchase Bang, which we promise to repay with the Interest of Nine per cent per Annum upon Demand made on either of us.

Signed by Raganagula and
Gongalu.
This Bond wrote by Etrauze.

MAYORS COURT OF
MADRASPATNAM.

Present

HOLLAND GODDARD ESQR. MAYOR,
THOMAS APPLEBY, EDWARD MICHELL AND
EDWARD FOWKE, ALDERMEN.

Tuesday the 26th day of January Anno Domini 1735–6 Between Etrauze of Fort St. George Merchant, Complainant and Gongalu of the same place Merchant, Defendant.

Upon reading the Plaintiffs Petition and also Translate of one Cadjan Bond under the Hand of the Defendant dated the 4th day of April 1735, and the Defendant being present in Court and acknowledging the Execution of said Bond and the Justness of the Plaintiffs Demand this Court doth therefore think fitt to Order and Decree and doth accordingly order and decree that
Pags. 50. Or £ st. 20. the Defendant doe pay unto the Plaintiff the Summ of Fifty Pagodas being the Principall money due on the aforementioned Bond with Interest thereon after the rate of Eight per Cent per Annum from the date thereof together with his Costs of Suite.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT
AT MADRASPATNAM.

DECR. 23D. 1735. Humbly Complaining Sheweth unto this Honourable Court Your Orator Shake Mahomud Abbisaro Soib Merchant now being and resideing in Madrass, that Numsheviah Son of Verapau late also of Madrass Merchant Deceased having information that Your Orator had in his Custody a Ruby of Considerable Value applyed to him for the Purchase thereof accordingly the said Numsheviah came to an Agreement and did purchase and buy of Your Orator the same for the Summ of Four Hundred Pagodas Current of Madras which is in Sterling money of Great Britain at the rate of eight shillings per Pagoda the Summ of Two Hundred and Sixty pounds or there abouts and for secureing the Repayment thereof did give one Cadjan or promisory Note for the same bearing date on or about the fifteenth day of August which was in the year of Our Lord One Thousand Seven Hundred and Thirty two As likewise on or about the nineteenth day of March One Thousand Seven Hundred and Thirty Three the said Numsheviah by one other Cadjan Note or Writing did mortgage and make over unto Your Orator his Dwelling House Scituate Lying and being in the Black Town in Maul Cawne Street with the Appurtenances thereunto belonging, as also for a further security for the Repayment of the said Summ above mentioned the said Numsheviah did make over and assign to Your Orator a Certain Mortgage dated the fifth June Anno Domini One Thousand Seven Hundred and Thirty Two of a House and Ground in the Pedenaigs Petta from Buda Ninapas to the said Numsheviah for and on account of the Summ of twenty five Pagodas lent by him to the said Buda Ninapas That in case the said Summ of four hundred Pagodas with Interest thereon was not paid and Discharged from and after the said Numsheviahs return from Bengall Then and in such Case the Mortgaged Premisses aforesaid should be sold and the Money arising by Sale thereof be paid in and towards satisfaction of the Moneys so lent by Your Orator as above specified all which said severall Cadjan Notes or Writings are now in Your Orators Custody and ready to be produced as this Honourable Court shall direct A Translate whereof is hereto

annexed and for greater Certainty Your Orator Craves Leave to be referred will more fully and at Large appear. And Your Orator further Sheweth unto this Honourable Court that some time since the said Numsheviah Departed this Life leaving Issue Somadrue his Son and Heir to whom before his death as also severall times since Your Orator has in a friendly manner applyed to the said Samadrue requesting payment of the Principal Moneys and Interest due as aforesaid But now so it is May it please this Honourable Court that the said Sumadrue has from time to time postponed Your Orator and now Absolutely refuses to satisfie the said Engagements.

This is the End of the Bill.
HENRY WADDINGTON,
Atty. for the Compt.

March 19th 173 [3].

I Numsheviah Son of Verapah doe give this Bond of Agreement to a Bengalla Merchant named Shake Mahomud Abbisaru Soib, That I hereby make over unto him my House, Scituate in the Black Town in Maulcawn Street with the Choultry Bill of Sale, and also one Bond of Agreement of Buddu Ninapa's for 25 Pags. lent him on his house standing in the Pedanaig's Petta; and after my return from Bengall if I do not pay off my Bond, of the Principall summ of 400 Pagodas, together with the Interest thereon, my own House shall be sold and the 25 Pag.s on the other House you shall receive, and write off from my Bond.

Witnesses

NAIROO CASHAVE CHITTEE,
TOMBU VALEN MUTEAPAH,
MOODELARE.

Signed
NUMSHEVIAH
The Bond wrote by CANAKA SHASHS.

MAYORS COURT OF
MADRASPATNAM.

Present

HOLLAND GODDARD ESQR. MAYOR,
SAMUEL HARRISON AND
EDWARD MICHELL, ALDERMEN.

Tuesday the 27th day of January Anno Domini 1735–6 Between Shake Mahomud Abbisaru Soib, of Fort St. George, Merchant Complainant and Numsheviah Samadru of the same place Merchant Defendant.

Upon reading the Plaintiffs Petition and also Translate of one Cadjan Bond of assignment under the hand of Numsheviah the Defendant's father dated the 19th day of March 1732. for secureing the repayment of the Summ of Pag.s 400 and Interest and the Defendant being present in Court and acknowledging the Justness of the Plaintiff's Demand and that the money still remained due on the aforementioned Bond of Security, This Court doth therefore think fitt to order and decree and doth accordingly Order and Decree Pags. 400. £st. 160.

that the Defendant doe pay unto the Plaintiff the Summ of four hundred Pagodas being the Principall Money due on the aforementioned Bond of Security with Interest thereon after the rate of eight per cent per Annum from the date thereof together with his Costs of Suite. And in default of Payment on or before the Expiration of fourteen days that the mortgaged Premisses be sold and the money arising by such Sale paid to the said Shake Mahomud Abbisaru Soib in and towards satisfaction of his said debt and Costs.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT
OF MADRASPATNAM.

DECR. 16, 1735. Humbly Complaining Sheweth to this Honourable Court Your Orator Butchina Merchant of Madrass That Singanon Son to Vencotaputte of Triplicane now being and resideing in Madrass, having Occasion for a Summ of money applyed himself to Your Orator requesting the Loan there of. Whereupon Your Orator did advance and lend to the said Singanon the Summ of Pagodas twenty four and twenty seven fanams of Madrass which is in Sterling money of Great Britain allowing eight shillings per Pagoda, the Summ of nine pounds sixteen shillings or thereabouts and for securing the repayment of the said moneys, the said Singanon did make and give to your Orator one Cadjan Note or Writing under his Hand bearing date the thirteenth day of Aprill which was in the year of Our Lord One Thousand Seven Hundred and Thirty thereby promising to repay the said Principall on Demand and Interest thereon after the rate of twenty four fanams for each hundred Pagodas per Month as per the Original Bond and Translate thereof now in Your Orators Custody ready to be produced as this Honourable Court shall direct will more fully appear. And Your Orator also shews that the said Singannon having a farther occasion for money applyed himself to Your Orator as aforesaid, and Your Orator did lend to the said Singanon the Summ of Pagodas nineteen and eighteen fanams Current of Madrass which is in Sterling money of Great Britain at the rate aforesaid the Summ of seven pound sixteen shillings for secureing repayment thereof the said Singanon did make and give to Your Orator One Writing under his Hand bearing date the Twentieth of November which was in the year of Our Lord One Thousand Seven Hundred and Thirty five thereby promising to repay the same on Demand with Interest thereon after the rate of twenty four fanams for each hundred Pagodas per Month as per said Writing and Translate thereof now in Your Orators Custody and ready to be produced as this Honourable Court shall direct will also appear, and Your Orator shews that he has frequently applyed himself to the said Singanon in a friendly manner requesting payment of the Principall Summs and Interest due thereon since the dates of the respective Bonds. But now so it is May it please this Honourable Court, the said Singanon has by Triffling Excuses postpon'd Your Orator and Absolutely refused to fullfill his just Engagements.

DAVID FORBES,
*Att*y*. for the Comp*t*.*

Translate of an Interest Bond,
November the 20th 1735.

I Singanon Son to Vencateputtee of Triplicane do acknowledge to have received and borrowed of Bunde Buchanah the summ of nineteen Pagodas and Eighteen fanams to run at Interest at the rate of twenty four fanams for a

hundred pagodas per Month payable on Demand and together with the Principal and Interest amounting thereon, Witness my hand.

SINGANON.

Witness.

RACHACHENDREW.
ADOPALO ANCANAH.

This Bond was drawn by
Pudmanapah Bramine.

Translate of an Interest Bond
April the 13th 1730.

I Singanon Son to Vencateputtee of Triplicane do acknowledge to have received and borrowed of Buchano Naick Son to Padmanack the Summ of twenty four Pagodas and twenty seven fanams to run at Interest at the rate of Twenty four fanams for a Hundred Pagodas per Month payable on Demand together with the Principal and Interest amounting thereon Witness my hand.

SINGANON.

Witness.

CLAPACOM CONDAPAU,
MULYAN CONDAPAU.

This Bond was drawn by
VILLAVARAGUE.

MAYORS COURT OF
MADRASPATNAM.

Present

HOLLAND GODDARD ESQ[R]. MAYOR,

THO[S]. APPLEBY, EDWARD MICHELL &
EDWARD FOWKE, ALDERMEN.

Tuesday the 10th day of Feb[ry]. Anno Domini 1735 Between Butchena of Fort St. George Merchant Complainant and Singanon of the same place Merchant Defendant.

Upon reading the Pff.[s] Petition and also Translate of one Cadjan Bond under the hand of the Dff. dated the 13th day of April 1730 And also Translate of One other Cadjan Bond under the hand of the Dff. dated the 20th day of November 1735 And the Dff. being present in Court and acknowledging the Execution of said Bonds and the Justness of the Dff[s]. Demand This Court doth therefore think fitt to order and decree and doth accordingly Order and Decree that the Dff. do pay unto the Pff. the Summ of Forty four Pagodas, Nine fanams, being the Principall Money due on the aforementioned Bonds with Interest thereon after the rate of Eight per Cent per Annum from their respective dates together with his Costs of Suite. Pags. 44 : 9 : Or £ st. 17 : 14

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF
MADRASSPATNAM.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Coja Avanee Merchant of Madrass That Noor Mahumud Merchant now being and resideing in Madrass having occasion for a Summ of Money applyed DEC, 5, 1735.

himself to Your Orator for the Loan thereof whereupon Your Orator did advance and lend unto the said Noor Mahumad the summ of seventy Pagodas, which in Sterling Money of Great Britain after the rate of eight shillings per Pagoda amounts unto the summ of Twenty Eight pounds, for securing the repayment thereof he the said Noor Mahumad by bill of sale under his hand bearing date the eighteenth day of November Anno Domini 1734 In consideration of the said Summ of Seventy Pagodas to him paid by Your Orator did Mortgage Assign and make over unto Your Orator all that his House and Ground Scituate in the Muttall Petta in Bussova Street between the Houses of Comrapah and Muttuboy Containing the dimentions therein mentioned To hold unto Your Orator his Heirs and Assigns for ever subject to a Provisoe for makeing void thereof on Payment of the said Summ of Seventy Pagodas with Interest after the rate of Eight per cent per annum at or before the Expiration of ten Months from the date thereof as by the said Bill of Sale now in Your Orators Custody ready to be produced at this Honourable Court shall Direct will appear And Your Orator shews that he has frequently applyed unto the said Noor Mahumad requesting him to pay the Principall Money and Interest due on the said Mortgage But now so it is May it please this Honourable Court that the said Noor Mahumad refuses to satisfie his said Engagements.

GRANTH^{M}. BIRD,
Attorney for the Comp^{t}.

MAYORS COURT OF
MADRASPATNAM.

Present

HOLLAND GODDARD ESQ^{R}. MAYOR,
THO.^{S} APPELBY, EDWARD MICHELL
& EDWARD FOWKE, ALDERMEN.

Tuesday the 10th day of Febr^{ry}. Anno Domini 1735–6 Between Coja Avanee of Fort St. George Merchant Complainant and Noor Mahumud of the same place Merchant Defendant.

Pag^{s}. 70. Or £ st. 28. Upon reading the Pff^{s}. Petition and also One Bond of Assignment under the hand of the Dff. dated the eighteenth day of November 1734 for secureing the repayment of the Summ of Pagodas 70 and Interest and the Dff. being present in Court and acknowledging the Execution of said Bond and the Justness of the Dff^{s}. Demand This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Dff. do pay unto the Pff. the Summ of Seventy Pagodas being the Principall Money due on the aforementioned Bond with Interest there on after the rate of eight per cent per annum from the date thereof together with his Costs of Suite.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT AT
MADRASPATNAM.

JUNE 24TH. 1735. Humbly Complaining Sheweth to this Honourable Court Your Orator Muteapa Modelear, That One Nallapah being indebted to Your Orator in the Summ of Pagodas Twenty five Current of Madrass, which is in Sterling Money of Great Britain allowing eight shillings per Pagoda, the Summ of Ten pounds, and Your Orator having importuned the said Nallapah very much for the Repayment of the said money Nallapah told Your Orator it was not in his

power at that time to pay him, but that he had a Relation One Ariwatah a Widow and now being and resideing in Madrass that would mortgage her House and Ground to any Person that would advance the money to pay Your Orator, where upon Your Orator with the said Nallapah went to the House of One Sheoleapah Moodeliar who promised to advance and lend the Twenty five Pagodas if Nallapah would procure a Mortgage Bond of the said Ariwatah's House and Ground in the name and favours of the said Sheoleapah Moodeliar very soon, thereafter the said Ariwatah did cause make and did sign a Mortgage Bond of her House and Ground in the Pedunaig's Petta in Nantapilleare's Street, between the House of Tellesinga and Rangapah, that he the said Sheoleapah Moodeliar his Heirs Executors or Assigns might enjoy the said House and Ground, provided the said Ariwatah her Heirs, Executors and Administrators should not well and truely pay or cause to be paid to the said Sheoleapah Moodeliar and his foresaids the summ of Pagodas Twenty five and Interest thereon after the rate of eight per cent per Annum, and that within the space of one year from the date of the Mortgage Bond which was the nineteenth day of March and in the year of Our Lord One Thousand Seven Hundred and Thirty two three. But after Ariwatah had signed the Mortgage Bond aforesaid Sheoleapah Moodeliar could not advance and lend the money, but desired the said Nallapah to use his Endeavours elsewhere to raise the same, upon this Disappointment Your Orator with Nallapah went to one Chadeapah a Conicoply and left the Mortgage Bond and Ariwatah's House Bill in the hands of the said Chadepah that if possible he should borrow the money on the said Papers and Nallapah left Your Orators servant with the said Chadeapah, with Orders to them both that if the money was got, the same should be delivered to Your Orator, if not that the Papers should be delivered to Your Orator for the Security of the Money that was due to him by the said Nallapah, Seeing it was for that end Ariwatah had signed the Mortgage Bond, upon Your Orators having received the papers by Nallapah's Order as afore said, he went to Sheoleapah Moodeliar and told him all that had passed on that Affair, Sheoleapah told Your Orator he thought he was very safe and that as soon as the time of payment was come seeing the Bond was in his name he would sue for the payment thereof, as also that Ariwatah had granted the same for Your Orators behoof, Upon the time when the money ought to have been paid and very often after Sheoleapah Moodeliar sent to Ariwatah's House demanding payment of the said Bond and Ariwatah came very frequently to the House of the said Sheoleapah Moodeliar, but never made the least Remonstrance or Objection of the Justness of the Debt and Demands, but gave repeated Assurances that as soon as her Relation Nallapah came from the Country, who was then at Arcot, the Principal and Interest should be paid and the Mortgage redeem'd and only begg'd delay untill that time. But soon after the return of the said Nallapah he departed this life at St. Thomé, and Your Orator shews that frequently after the death of the said Nallapah, the said Sheoleapah Moodeliar demanded payment of the Bond from the said Ariwatah in pursuance of her repeated promises so to do. But now so it is May it please this Honourable Court the said Ariwatah now absolutely refuses to make the least payment or Satisfaction or to fullfill her said Engagements.

David Forbes,
Att^y. for the Comp^t.

The Answer of Ariwatah Widow of Madrass Dff. to the Bill of Complaint of Muttepah Moodeliar of the same place Complainant.

This Defendant saving and reserving to herself now and at all times hereafter all and all manner of Benefits and Advantage of Exception to the Errors and Imperfections in the said Bill contained for answer thereunto or unto so much thereof as this Defendant is advised materially concerneth her to make answer unto, she answereth and saith that she knows not save only by Nov. 28, 1735.

the Complainant's said Bill of Complaint That One Nallapah was indebted to the Complainant in the sum of twenty five Pagodas Or that the Complainant had importuned the said Nallapah for payment of the same Or what the said Nallapah told the Complainant relateing to a Mortgage from this Dff. or anything concerning the same and this Defendant denys she made or signed any Mortgage for the purposes in the Complainant's Bill falsely alledged nor is it reasonably to suppose that the Complainant would accept of any such Mortgage as is set forth in the said Bill without his own application to this Defendant for that purpose that the same might be made in his own name which the Complainant acknowledges he never did And this Defendant saith that it plainly appears by the Complainants said Bill of Complaint that the obtaining such Mortgage, if any there was, the same was a trick and Contrivance between the Complainant and the said Nallapah and it also appears by the said Bill that no Consideration whatever was paid this Dff. for the same and this Dff. further saith that as the said Mortgage was made in another persons name and no consideration paid, the Possession of such Mortgage cannot convey any right or Title in or to the Complainant. Therefore this Defendant humbly hopes this Honourable Court will order the said Mortgage to be delivered up to this Defendant to be Cancelled and the rather for that the Complainant did some time heretofore file a Bill of Complaint in this Honourable Court in the name of one Sheoleapah Moodeliar to whom the said Mortgage is pretended to be made. But the said Sheoleapah Moodeliar having declared by his answer to this Defendant's Cross Bill that no Consideration was paid to this Defendant and by other proofs in the cause after Publication passed, the said Compalinant thought fitt to withdraw the said Bill upon payment of Costs which said Costs never came to the hands of this Defendant, and this Defendant saith that she admits that in or about the year 1733 Paddy and other Grain being very scarce and dear and she being in much want thereof and in order to raise money to buy and purchase the same she did sign a Mortgage of her House and Ground in Consideration of twenty five Pagodas said to be paid her by the said Sheoleapah Moodeliar who had before promised to advance the same And accordingly she trusted the said Nallapah with her House Bill of Sale and the said Mortgage in order for him to receive the said money of the said Sheoleapah Moodeliar for the said purpose But upon his often attending him therewith he the said Sheoleapah Moodeliar as often put him off with triffling Excuses and at length denyed to advance the said money whereupon this Defendant sometime after demanded of the said Sheoleapah Moodeliar the said Bill of Sale and Mortgage who promised to deliver it to this Defendant but pretending it was mislaid and so also put off this Defendant with some such triffling Excuses. But how the same came into the Possession of the Complainant this Defendant knows not, nor was she ever consenting thereto And this Defendant further saith she never promised payment of the said twenty five Pagodas to any person whatever inasmuch as she had never received any Consideration for the said Mortgage And this Defendant also saith that she does not know what the Complainant means by asking her what passed at Triplicane after Nallapah's death betwixt Nallapah's mother and his Relations when she went to demand the said Security unless the Complainant would know whether this Defendant did go thither to demand the said security as this Dff. actually did and of right ought since she had received no Consideration for the same when the said Nallapah's Mother and Relations declared they were very sorry that the said Nallapah and Sheoleapah Moodeliar had so deceived this Defendant All which matters and things this Defendant is ready to aver Maintain and prove as this Honourable Court shall award and humbly prays to be hence dismissed with her reasonable Costs in this behalf most wrongfully sustained.

GRANTH^{M}. BIRD,
Att^{y}. for the Dff.

Replication General.
Rejoynder General.

Mayors Court of
Madrasspatnam.

Present

Holland Goddard Esq[r]. Mayor.
Sam[l]. Harrison, John Saunders,
Thomas Appelby, Edward Michell
& Edward Fowke, Aldermen.

Fryday the 20th day of February Anno Dom : 1736 Between Mootalu of Fort St. George Complainant, against Ariwatah of the same place Defendant.

This Cause coming on this day to be heard and debated before this Court in presence of the Attorneys on both sides On hearing the Bill, Answer, Replication and Rejoynder and also the Bill and Answer in Cause between Ariwatah Pff. against Chadeapah and Sheoleapah Dff[s]. and also one deed of Assignment under the hand of the Dff. dated the 19th day of March 1732–3 and what was alledged on either side and upon Examination had of the matters in this Cause and due consideration thereon This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Dff. do pay unto the Pff. the summ of twenty five Pagodas being the Principall money due on the aforementioned Deed of Assignment with Interest after the rate of eight per cent per annum from the date of said Bond until full payment shall be made of the same, and in default thereof On or before the Expiration of 14 days that the Mortgaged premises be sold and the money arising by such sale paid to the Pff. in and towards the Discharge of his Debt and Costs of Suite. Pag. 25. Or £ st. 10.

John Stratton,
Register.

To the Honourable the Mayors Court of
Madrasspatnam.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Tongee Chittee son of Collaway Chittee Mutta Marr Chittee Late Merchant of Madrass Deceased That Nine Chittee Merchant now being and resideing in Madrass having Occasion for a sum of money applyed himself to Your Orators said late Father for the Loan thereof where upon Your Orators late father did advance and lend unto the said Nina Chittee the summ of five hundred Pagodas, for secureing the repayment whereof he the said Nina Chittee did make and give unto Your Orators said father One Writing or Bill of Sale under his hand bearing date the 2d day of June 1719 whereby the said Nina Chittee in consideration of the said sum of five hundred Pagodas to him paid by Your Orators said Father did Mortgage, assign and make over unto Your Orators said father the three severall Houses and Ground particularly mentioned and described in the said Bill of Sale, To hold unto Your Orators said father his Heirs and assigns for ever, subject to a Proviso for makeing void thereof on payment of the summ of five hundred Pagodas with Interest after the rate of nine per cent per annum within one year after the date thereof as by the said recited Bill of Sale now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear, And Your Orator shews that the said Nina Chittee hath since at severall times paid unto Your Orator and his father in his lifetime part of the said Principall July 15, 1735.

money and Interest and thereby hath reduced the same unto the summ of two hundred and Eighty seven Pagodas which in Sterling money of Great Britain after the rate of eight shillings per Pagoda amounts to the summ of one hundred and fourteen pounds Sixteen shillings which said moneys Your Orator hath frequently demanded of the said Nina Chittee and requested him to pay the said remaining moneys due on the said Mortgage But now so it is May it please this Honourable Court that the said Nina Chittee absolutely refuses to satisfie his said Engagements.

GRANTH^M. BIRD,
Att^y. for the Comp^t.

AUG. 11, 1735.

SWORN BEFORE ME
JOHN SAUNDERS,
MAYOR.

The Answer of Nina Chittee Defendant to the Bill of Complaint of Tongee Chittee, Son to Colloway Chittee Mutta Mar Chittee Complainant.

This Defendant saving to himself all benefitt of Exception to the Errors and Imperfections in the said Bill contained for answer therein, or unto so much thereof as he is advised, Materially concerneth this Defendant, he this Defendant saith that he admits that on or about the time mentioned in the Complainant's Bill of Complaint he this Defendant did borrow and receive from the Complainant's father the summ of Pagodas five hundred, and for secureing repayment thereof and Interest thereon, he did give a Mortgage Bond as specified in the Complainant's Bill of Complaint, But this Defendant absolutely denys, that he stands indebted to the Complainant in the summ of Pagodas two hundred and eighty seven which is in Sterling money of Great Britain, allowing eight shillings per pagoda the Summ of one hundred and fourteen pounds, as the ballance of the payments and Interest of the Mortgage aforesaid, or that this Dff. stands indebted to the Complainant in any summ or summs whatsoever on account of the Mortgage Bond, or any manner of ways or means the Contrary whereof will evidently appear by a stated Account hereto annexed, which this Defendant humbly prays this Honourable Court, may be a part of his Answer, and this Defendant also acknowledges, that the Complainant frequently applyed himself to him demanding the Ballance, as he falsely alledges in his Bill of Complaint of the Principall and Interest remaining unpaid on the Mortgage Bond afôresaid, and as often as the Complainant made demands he was answered by this Defendant that the said Mortgage Bond and Interest due thereon was overpaid and a Ballance due to this Defendant and therefore he hoped that he would adjust accounts and deliver up the Mortgage Bond and pay the ballance of the account, but the Complainant being conscious to himself of the truth and verity of the Account, has postponed doing the same very much to this Defendant's hurt and prejudice, all which matters and things this Defendant is ready to prove and Maintain as this Honourable Court shall award, and Humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

DAVID FORBES,
Att^y. for the Dff.

The Replication of Tongee Chittee Merchant of Madras Complainant to the Answer of Nina Chittee of the same place Merchant Defendant.

AUG^T. 29TH 1735. The said Replyant saving to himself all advantages of Exception to the Incertaintys, Untruths and Insufficiencys of the Defendant's Answer for Replication thereunto, saith that all and singular the matters and things in the

Replyant's said Bill contained are true as the same are therein alledged and that the Answer of the said Defendant to the said Bill is very untrue, Imperfect and Insufficient to be replyed unto and particularly for that the Defendant hath in the Account annexed to his said Answer Charged for a small parcell of Redwood amounting to no more than seven pagodas two fanams sixty Cash as sold this Replyants four years before the money lent upon the Mortgage with eleven pagodas thirteen fanams and Eight Cash as and for the interest for the same As also is it as inconsistant with reason and common Sence for the Defendant to charge the summ of two hundred pagodas as paid almost two years before the Principall money lent on the said Mortgage, And this Replyant further saith that he allows he did receive the summ of Two Hundred Pagodas as also the summ of Three Hundred Pagodas upon account of the Principal money and Interest due on the said Mortgage but that the two hundred Pagodas was paid almost four years after the first payment of three hundred pagodas as will more plainly appear by the Account hereto Annext therefore the charge of two hundred pagodas in the Defendant's account must be false and erroneous But to refresh the Defendants Memory relateing to the payment of the said two hundred Pagodas this Replyant saith that the charge of Two Hundred Pagodas in the Defendant's account said to be received of the Company was received of one Callastree Chittee one of the Heads of the Cast by the Order and for the account of the Cast, But sometime after this Replyant pressing the Defendant to clear off the said Mortgage The said Defendant very much importuned the said Callastree Chittee to lett him have the said money which he accordingly did and soon after paid the same to this Replyant at the time, and no other, mentioned in this Replyant's accounts And this Replyant further saith that although the Defendant agreed to pay for the Loan of the said money on the said Mortgage after the rate of nine per cent per annum Yet this Replyant has charged in his Account no more than eight per cent Notwithstanding whereof there remains justly due and owing on the said Mortgage on the twelfth day of August 1735 the sum of Two Hundred Eighty one Pagodas Seventeen fanams And this Replyant is ready to averr Maintain and prove the same as this Honourable Court shall award And Humbly Prays as in and by his said Bill he hath already Prayed.

GRANTH^M^. BIRD,
Atty. for the Pff.

The Rejoynder of Nina Chittee Merchant of Madrass Defendant to the Replication of Tongee Chittee of the same place Merchant Complainant.

The said Defendant now and at all times hereafter, saving and reserving to himself all manner of Benefitts and Advantage of Exception to the Incertainty and Insufficiency of the said Replycation Saith, that the Defendants said answer is certain true and sufficient in the Law to be replyed into. He this Dff. saith that the Complainant charges the sum of Pagodas Two Hundred Eighty Seven as due to him by this Defendant the fifteenth day of July in this present year of Our Lord as the Ballance of Principal and Interest, but on the twenty fourth day of August there after when the Compalinant gave in his Replication to this Defendant's answer with the Account Current annext thereto, therein the Ballance as the Complainant makes it with Interest to that day amounts only to Pagodas Two Hundred Eighty one, Seven fanams Notwithstanding the Complainant hath charged in his account Current, Comp^d^. Interest or Interest upon Interest which never was allowed of in this place on a Mortgage Bond which plainly shews the Complainant's Account to be false and erroneous, althô he this Complainant out of his Extraordinary pretended Justice says he has only charged eight per cent, the Mortgage Bond Running at Nine, but when the Account Current is examined it will be found he has the Conscience to charge as aforesaid, but as the Complainant is too Inconsistent with himself and will not allow anything to be common Sence but what **Nov. 25, 1735.**

gratifies the Avericious spirit possesses him. This Defendant beggs Leave of this Honourable Court seeing its hardly Possible to refresh the Memory of the Complainant for the reasons aforesaid to put the whole Affair in its due Colours, Colloway Chittee, late Merchant of Madrass, bought of this Defendant a parcell of Redwood upon the day and at the price and weight as in this Dffs. Account, but the same has not as yet been paid for althô the Complainant seems not a little Surprized this Dff. should charge the same and Interest thereon. On the 11th day of February which was in the year of Our Lord One Thousand seven hundred Sixteen, seventeen, there was a Bond given by the Honourable Company to the Cast for Pagodas forty thousand which was paid with the Interest thereon by Joseph Collett Esqr. then President on the seventeenth day of August which was in the year of Our Lord One Thousand Seven Hundred and Seventeen to Colloway Chittee who then was Head of the Cast as will appear by an attested Copy of the discharge granted for that Effect Signed by the said Colloway Chittee and Collastree Chittee upon Colloway Chittee having received the aforesaid Money, This Defendant very often applyed himself to him for the summ of Pagodas two hundred and Interest thereon received by him the said Colloway Chittee as this Defendants share of the aforesaid summ but was postponed from time to time and soon thereafter the said Colloway Chittee departed this Life, Upon the death of the said Colloway Chittee his brother Mutta Marr Chittee who was father to the Complainant possessed himself of all the goods and Chattles and Effects of the said Deceased Colloway Chittee sufficient to pay all his debts and a considerable overplus. This Defendant importuned Mutta Mar Chittee very much for the Pagodas Two Hundred and Interest thereon aforesaid received from the Honourable Company but was put off by triffling Excuses and by telling him this Dff. that as soon as his Brothers Cash Chest was opened that the Moneys demanded and Interest thereon should be paid, but the Defendant having pressing Occasions for money prevailed on the said Mutta Mar Chittee to give him in Loan the summ of Pagodas Five Hundred on the Mortgage of three Houses as is expressed in the Bill of Complaint, but soon thereafter the said Mutta Mar Chittee Departed this Life and upon his Death the Compalinant possessed himself of all the Goods and Chattels and Effects of his Deceased father Mutta Mar Chittee sufficient to pay his Debts and a considerable Overplus. Soon after the Death of Mutta Mar Chittee the Complainant received of this Dff. Pagodas Three Hundred which the Complainant acknowledges in his Account also he gives this Defendant Credit for Pagodas Two Hundred but pretends he received it from Collastree Chittee some years thereafter but upon examining this Defendants Account Current annext to his Answer the Ballance at that time stands as is therein set forth due to this Defendant and he also saith as in and by his said answer he has already said and does and will averr and Maintain all and every thing and things therein to be true and Certain in such manner and form as they and every of them are therein alledged and Expressed.

David Forbes,
Attv. for the Dff.

Interrogatories to be administered to such Witnesses as shall be produced Sworne and Examined on the part and behalf of Tongee Chittee Merchant of Madrass in a Certain Cause wherein the said Tongee Chittee is Complainant and Nina Chittee of the same place Merchant Defendant.

1. Imprimis do you know the parties Complainant and Defendant in this Cause or either and which of them and how long have you known them or either and which of them Declare.

2. Tomby Chittee. Teagapah Chittee. Item Do you know of any Mortgage of Houses and Ground being made or granted by the Defendant to the Complainant's Father for the Loan of any and what summ of money as you have heard or been informed and was the said

money or any and what part thereof and when as you remember paid to the Complainant and by whom and in whose presence and at whose request was the said moneys or any part thereof paid was such money paid by the Defendant or by one Collastree Chittee for his account at the request of the said Dfft. Declare all you know of the matter here Enquired after with your reasons for the same.

Item Do you know or can you say any other matter or thing material for the Complainant in this Cause if so set forth the same as you know have been informed or do believe with the reasons of such your knowledge or beleif.

GRANTHM. BIRD,
Atty. for the Pff.

Between Tanja Chittee of Fort St. George Merchant Complainant and Nina Chittee of the said place Merchant Defendant on the part of the Complainant.

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows.

Tomby Chittee of Fort St. George Merchant Deposeth to the Second Interrogatory that he well knows the Defendant did Mortgage his Dwelling house and some others to the Complainants father for the Summ of five hundred Pagodas as this Deponent remembers but does not know that it was repaid, but in the time of Governor Collett there happened a great dispute among the Chittee Cast on which their houses were all seized and among the rest the Defendants in which there was in ready money this Deponent thinks 200 Pagodas which was paid into the Companys Cash as was many other summs to a Large amount after the Dispute was made up a present was made to Governor Collett and the Defendant requested of this Deponent to let him have the 200 Pagodas because he was very much pressed for the payment due on his Mortgage and that he would afterwards pay to this Deponent his share of the present made to the Governor the said Two hundred Pagodas was then in Collastree Chittees hands and this Deponent spoke to him to give it to the Defendant, he received it and paid it to Tanja Chittee the Complainant in part of the said Mortgage, after this, This Deponent severall times spoke to the Defendant to settle accounts with the Complainant and pay him the Ballance but for what Cause this Deponent cant sett forth the said Dfft. would give no Ear to his advice and more this Deponent knoweth not.

TOMBEE CHITTEE.

Teagapah Chittee of Fort St. George Merchant Deposeth to the Second Interrogatory That the Affair Enquired after therein past before he had any knowledge in affairs and he therefore cant sett forth any of the particulars relating to it, further than that he has heard talk of such Mortgage and of some payment made thereon, and also of Disputes about paying the Balance, and more this Deponent knoweth not.

TEAGAPAH CHTTEE.

Between Tanja Chittee Pff. against Nina Chittee Dfft. In pursuance of an order of reference made in this Cause the 20th Instant I have taken and stated the accounts between the Complainant and Defendant and do find that the Defendant is indebted to the Complainant in the summ of Pagodas One Hundred and Nineteen two fanams and Fifty Cash all which I certifie and submitt to the Judgement of this Honourable Court.

JOHN STRATTON,
Register.

NINA CHITTEE IN ACCOUNT WITH TANJA CHITTEE.

Dr.

Date	Particulars	Pags.		
1719 June 2.	To Cash lent on a Mortgage of severall Houses.	500	—	—
	Interest on dittoo to the 20th. Febry. 1735-6 is 16 yrs. 8 mos. 8 days. at 8 per cent per annum	668	24	—
	Pags. ...	1168	24	—

Cr.

Date	Particulars				Pags.		
1715 July 15	By redwood 16 ps. price 2 ca. 6 md. 20½ @ P. 3 per Candy				7	2	60
1721 April 30.	By Cash in part of what borrowed				300		
1724 March 1st.	By Cash in part of what borrowed				200		
					507	2	60
	Interest on the above summs from their respective dates to the 20th Febry. 1735-6 at 8 per cent per annum.						
	On Pags. 7-2-60 for 20 yrs. 7 mo. 5 ds.	11	23	50			
	On Pags. 300 for 14 yrs. 9 mo. 10 ds.	355	12	—			
	On Pags. 200 for 10 yrs. 11 mo. 20 ds.	175	20	—			
					542	19	50
					1049	22	30
	Ballance due ...				119	1	50
	Pags. ...				1168	24	—

FEBRY. 23, 1735-6.
FORT ST. GEORGE.

ERRORS EXCEPTED.
JOHN STRATTON,
Register.

MAYOR'S COURT OF MADRASSPATNAM.

Present

HOLLAND GODDARD ESQ^R. MAYOR,
THOMAS APPELBY, EDWARD MICHELL,
& EDWARD FOWKE, ALDERMEN.

Tuesday the 24th day of February Anno Domini 1735–6 Between Tanja Chittee of Fort St. George Merchant Complainant and Nina Chittee of the same place Merchant Defendant.

Pags. 119 fa. 1 : ca. 50. Or £ st. 47 : 12 : 4½.

This Cause coming again to be heard and debated before this Court in the Presence of the Parties and their Attornyes on both sides, on hearing the proofs taken in this Cause and also an Order of this Court made the 20th inst. and also the Registers report and account stated pursuant thereto read and what was alledged on either side and upon Examination had of the Matters in this Cause and due consideration thereon This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plaintiff the summ of one hundred and Nineteen Pagodas one fanam and fifty Cash being the Ballance remaining due to the Complainant together with his Costs of Suite.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT AT MADRASSPATNAM.

JAN^RY. 1, 1734-5.

Humbly Complaining Sheweth to this Honourable Court Your Orator Aleopate Kistnoma Merchant of Madrass That Nallom Juggo Merchant of and now being and resideing in Madrass haveing had divers and sundry dealings with Your Orator as will appear by an Account Current hereto annext, it thereby appears that the said Nallom Jugga stands indebted to Your Orator in the full and just summ of Two Hundred eighty four Pagodas nine fanams forty five Cash Current of Madrass which is in Sterling money of Great Britain at the rate of eight shillings per Pagoda One hundred and thirteen pounds fourteen shillings or thereabouts Your Orator also shews that the said Nallom Juggo applyed himself to Your Orator that as there was some Merchants here who had goods on board boats in Madrass Road from the Southward, and knowing also that Your Orator had particular Interest with the said Merchants, that if Your Orator would purchase goods of he said Merchants seeing they were for the use of Captain John Poney that he Your Orator should have one third share of the profitts arising from the sale of the said goods and that the said Nallom Juggo was to have the other two-thirds of the said Profitts, to which Proposall Your Orator agreed and did purchase of the said Merchants Goods to the value of Pagodas Ten thousand and upwards Currant of Madrass which is in Sterling money of Great Britain after the rate of eight shillings per Pagoda Four thousand pounds and the Goods were brought on shore and entered in the name of the said Captain John Poney and the Seagate Customs paid for the same at the rate of five per cent, But upon makeing up the Accounts the said Nallom Juggo Charged the Seagate Custom for the before said Goods after the rate of ten per cent and also charged brokeridge on the goods so bought at ten per cent so that there was of neat gain on the said goods according to the account at the rate of twelve per cent and there became due to Your Orator after all Charges were deducted for his third share the summ of Pagodas

four hundred Current of Madrass which is in Sterling money of Great Britain at the rate of eight shillings per Pagoda one Hundred and sixty pounds. Your Orator further shows that there was a parcell of Goods bought in Partnership betwixt the said Nallom Juggo, your Orator and other two Merchants in equal Shares and the said Nallom Juggo was Manager for the whole and upon makeing up the Accounts of Sales and Charges it was found that there was gained thereby the Summ of Pagodas Two Hundred and fifty Currant of Madrass which is in Sterling money of Great Britain at eight shillings per Pagoda one Hundred pounds so that there became due to Your Orator Pagodas sixty two and eighteen fanams which is in Sterling money at the rate aforesaid Twenty five pounds, and the said Nallom Juggo paid the other two Merchants their proportion according to the said Account. Your Orator further shews that there was a Loading of Paddy Consigned to him and Your Orators business Obliging him to leave this place for some time he left the Paddy in the hands of the said Nallom Juggo and they mutually agreed that what profitts should arise on the Sale of the said Loading of Paddy and the Commission thereon should be divided viz[t]. Your Orator was to have one third share and the said Nallom Juggo was to have the other two third Shares of the said Profitts. And it was found that upon the sale of the whole there was of Neat Profitt Pagodas one hundred and fifty which is of Sterling money of Great Britain at the rate of eight shillings per Pagoda Sixty Pounds so that there became due to Your Orator as his third Share Pagodas Fifty which is in Sterling money of Great Britain Twenty Pounds. And Your Orator further shews that in Partnership with the said Nallom Juggo they did purchase a parcell of Cloth and did mutually agree that what Profitts should arise there on should be equally divided, and the Cloth was put under the care and management of the said Nallom Juggo and upon Sale of the same after all Charges were deducted it was found that the gains thereon produced Pagodas one hundred which is in Sterling money of Great Britain allowing eight shillings per Pagoda Forty Pounds so that there became due to Your Orator by that Account as the half of the Profitts Pagodas fifty which is in Sterling money of Great Britain Twenty pounds and Your Orator shews that he has very often in a friendly manner applyed himself to the said Nallom Juggo requesting him to pay the summs aforesaid, But now so it is May it please this Honourable Court the said Nallom Juggo has postponed Your Orator from time to time and now absolutely refuses to make payment and satisfaction to Your Orator for any part of the said Money.

David Forbes,
Att[y]. for the Pff.

Sworn before me
Feb[ry]. 17, 1734–5.
John Saunders, Mayor.

The Answer of Nallom Juggo Merchant of Madrass Defendant to the Bill of Complaint of Allopate Kistnoma Merchant of the same place Complainant.

This Defendant saving and reserving to himself now and at all times hereafter all and all manner of Benefitts and Advantage of Exception to the Errors, Untruths, Incertaintys and Imperfections in the Complainants said Bill of Complaint contained, for answer thereunto or unto so much thereof as this Defendant is advised doth Materially concern him to make answer unto. This Defendant saith that he admits it to be true that he hath had divers and Sundry dealings with the Complainant but denys that he thereby stands indebted to the Complainant in the Summ of Pagodas Two Hundred Eighty

four Nine fanams forty Cash as is falsely alledged by the Complainant in his said Bill of Complaint and the Account thereunto annext for that on the Contrary the said Complainant is indebted unto this Defendant by and on account of such their dealings together in the summ of forty six Pagodas twelve fanams and ten Cash as will more fully appear by an Account Currant hereunto annext to which this Defendant for more Certainty therein Craves leave to be referred and this Defendant denys that he ever applyed to the Complainant for him the Complainant to buy Goods of any Merchants or for the use of Captain John Pouney or that the Complainant should have any part of the Profitts arising by Sale of the said Goods Or for any other the like purposes in the Bill mentioned therefore this Defendant saith that all other the Allegations relateing thereunto are intirely false and groundless And this Defendant also denys that he ever bought or was concerned in any Partnership with the Complainant and two other Merchants in the buying of any Goods whatever or that he ever was Manager for the whole nor doth this Defendant know of any Account of Sale relateing thereunto or upon any other account as in the said Bill is falsely Suggested And this Defendant also saith that he knows nothing of any Load of Paddys being Consigned to the Complainant and also denys that the Complainant left any Paddy in the hands of this Defendant or that there was any such agreement or any Profitt arising by Sale thereof as in the said Bill is falsely alledged And this Defendant also denys that he ever purchased a parcell of Cloth in Partnership with the Complainant or made any such Agreement or that any such Cloth was under the Care or management of the Defendant nor doth he this Defendant know anything of any gains thereon nor anything relateing thereunto, And this Defendant also saith that in or about the year 1733 there being some difference between the Complainant and this Defendant relateing to the accounts aforementioned the said Complainant applyed to Mr. Sparks then Mayor for redress who recommended this Defendant and the said Complainant to choose Arbitrators to inspect the said accounts which this Defendant and the said Complainant accordingly did and after many Meetings and Attendances for that purpose the said Complainant refused to stand by such Decision of the Arbitrators and thereupon soon after filed his Bill in this Honourable Court against this Defendant complaining of the unjustness of the said Account when upon this Defendants appearing in Court upon the first Summons the said matters in difference was again by the Court recommended to Arbitration and upon this Defendants offer that all the Arbitrators should be of the Complainants own choosing the said Complainant and this Defendant entered into Penal Bonds bearing date the twenty fourth day of May Anno Domini 1734 to stand to the award of Vencatashilapilla Punshevana Rasrapa Anteepetty Comrapa and Trepasoor Marr Chittee So that they made their award in Writing before the Expiration of three Months from the date thereof In pursuance of which said Bond of Arbitration they the said Arbitrators had divers and Sundry Meetings and althô the said Bond as to time was expired they the said Arbitrators by Writing under their hands dated on or about the 29th day of October 1734 Declared that the Complainant should pay to this Defendant what appeared to be due to him upon his Account Current unless the Complainant should by Witnesses produce his Account to be signed by the Complainant in the manner as in the said award particularly mentioned To which said award Notwithstanding the Elapse of time before mentioned this Defendant and the said Complainant agreed to stand to and abide as by the said Award now in the hands of the Court Peon, amongst other accounts and papers relateing to the same, and to which this Defendant begs leave to be referred will appear. And accordingly this Defendant and the said Complainant signed their Names thereto, All which Matter and things This Defendant is ready to averr Maintain and Prove as this Honourable Court shall Award. And therefore prays to be hence Dismissed with his reasonable Costs in this behalf most wrongfully sustained.

GRANTH^M. BIRD,
Att^y. for the Dft.

Allapattee Kistnama.

Dr.

To Cash paid him				—	4	—
To do. paid the Washerman				—	4	—
To do. paid the Braminy				—	—	18
To Cash paid him				143	—	—
To ditto				147	—	—
To ditto				160	—	—
ca. md. lb.						
To Sugr. paid Sunca Ramah 2–16–4				36	15	60
To Cash				1	—	—
To ditto paid for Chavalaparayah				14	—	—
To ditto				1	5	—
To ditto				2	—	—
To Sura Nersoo paid by him				50	—	—
To Cash				75	—	—
To ditto				—	8	—
To ditto				1	—	—
To ditto paid the Companys Customs Allowances &c.				100	—	—
Cor. Ps.						
To Handkerchs. 1–19 @ P. 19 per Cor.	31	27				
To ditto large 2	3	—				
To Aljars 1–5 18	22	18				
To Cambays 2	1	31	40			
	59	4	40			
Brokerage	1	23	—			
				57	17	40
To Cash				25	—	—
To ditto				20	—	—
Pags. ...				841	28 [sic]	20
To Organdoo Juggo paid by him				50	—	—
To rupees paid the freight Rs. 8						
To himself paid the freight Re. 1				3	—	—
Carried over Pags. ...				894	28	20

Allapattee Kistnama.

Per Contra.

Cr.

By Handkerchs. Vizt.						
Cor. ps.						
9 — Sold Coja Menachee Cawn.						
1 — Noquedah of Durnasaree Ship.						
9 15½ Maroota Maleemee.						
Cor. 19 15½ ps. @ P. 19¼ per. Cor.				380	23	50
Brokerage				10	20	40
				370	3	10
By Cambays vizt.						
3 1 Sold Noquedah of Durnasaree Ship.						
1 Ninapah.						
4 For ready money.						
1 19 Coja Menachea Cawn.						
Cor. 5 5 ps. @ 19 per Cor. ...	99	27				
Brokerage	2	27				
				97	—	—
By Aljars vizt.						
3 5 Sold Noquedah of Durnaseree Ship.						
1 Sold Mubaree.						
Cor. 3 6 ps. @ P. 18 per Cor. ...	59	14	40			
Brokerage	1	23				
				57	27	40
By Handkerchs. vizt.						
1 4½ bot. by me @ P. 30 per Cor.	36	27				
2 12½ do. 26½	69	18				
3 17 amounting to ...	106	9				
Brokerage	2	34				
				103	11	
Carried over Pags. ...				628	5	50

Brought over Pags. ...	894	28	20
Pags. ...	894	28	20

Cr.

	ca.	md.						
Brot. Over ...						628	5	50
By Carpets vizt.								
2 10 is yards 150 @ fan. 31½ per yard			131	9				
Brokerage			3	23				
						127	22	—
By Sundrys vizt.								
1 ps Betteelas			2	22	40			
1 do. Womans Cloth and 3 ps. Betteelas			1	18				
1 do. Betteelas			—	18				
14 do. Womans Cloth ...			7	13	40			
1 Silver Rupee			—	11	—			
Cash			—	1	—			
2 ps. Betteelas			6	—	—			
						18	12	
By Guee Vizt.								
12 duppers Pz. ...	2	14						
8	1	16	36					
1	—	4	4					
1	5	7	5	7	20			
2		8 —	7	18				
4		17	14	18				
28 duppers Amounts to ...			121	7	20			
Custom			1	24	.			
						119	19	20
						893	22	70
Ballance due to me						1	5	30
Pags. ...						894	28	20

Allapattee Kistnama.

		Dr.		
To Ballance of last Account		1	5	30
To Cash paid him		49		
To Ditto		20		
To ditto new Madrass Pags. ...	200			
Batty	4	204		
To Alleepattee Comrapah paid by him ...		35		
To Cash		5		
To ditto		5		
To ditto		5		
To ditto		8		
To ditto		2		
To ditto		3		
To ditto		7		
To ditto		3		
To Brokerage on Cambays sold Coja Pedros ...		29		
Pags. ...		376	5	30

Allapattee Kistnama.

Per Contra.

				Cr.		
Cor. Ps.						
By Aljars 5 : 1 sold Senr. Rodrigo at 16	80	29	20			
Brokerage ...	2	9				
				78	20	20
By 1 ps. Betteelas	3	—	—			
1 do.	1	27	—			
1 do.	1	27				
				6	18	
By Lunguees 6 sold Mahomud Roga ...				3	—	
Cor. Ps.						
By Cambays 10 : 7. @ P. 19 ...	191	31	40			
Brokerage ...	5	11	20			
				186	20	20
By 1 ps. Betteelas				1	—	—
By 3 duppers of Guee 12 : 1 : @ P.24 ...				14	33	60
By 19 ps. Betteelas Sold Mahomud Roga @ 42½	40	13	40			
Brokerage ...	1	4	40			
				39	9	—
				329	29	20
Ballance due from him				46	12	10
Pags. ...				376	5	30

Replication General.
Rejoynder General.

To the Honourable the Mayors Court of
Madrasspatnam.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Nallom Juggo Merchant of Madrass That Alepate Kistnoma Merchant now being and resideing in Madrass having had divers and sundry dealings with your orator became indebted unto your Orator upon the Ballance of Account in the Summ of forty six Pagodas Twelve fanams and Ten Cash being in Sterling Money of Great Britain after the rate of eight shillings per Pagoda the summ of eighteen pounds ten shillings or thereabouts And Your Orator Shews that Differences ariseing between the said Alepate Kistnoma and your Orator relateing to the said Account, the said Differences were left to Arbitration and the said Alepate Kistnoma and Your Orator entred into Penal Bonds bearing date the twenty fourth day of May Anno Domini 1734 to stand to the award of Vencatachilapilla Punchevana Rasapa Anteepetty Comrapa and Trepasoor Man Chittee so that they made their award in Writing before the Expiration of three Months from the date thereof In pursuance of which said Bond of Arbitration they the said Arbitrators had divers and sundry Meetings and althô the said Bond as to time was Expired they the said Arbitrators by Writing under their hands dated on or about the 29th of October 1734 Declared that the said Alepate Kistnoma should pay to Your Orator what appeared to be due to him upon his Account Current unless the said Alepate Kistnoma should by Witnesses produce his Account to be signed by the said Alepate Kistnoma in the manner as in the said award is particularly mentioned To which said award notwithstanding the elapse of time before mentioned Your Orator and the said Alepate Kistnoma agreed to stand to and abide And accordingly Your Orator and the said Alepate Kistnoma signed their Names thereto as by the said Award now in the hands of the Court Peon relation being thereunto had will appear. And Your Orator shews he has frequently applyed unto the said Alepate Kistnoma requesting payment of the said Moneys so due to Your Orator as aforesaid But now so it is May it please this Honourable Court That the said Alepate Kistnoma refuses to satisfie his said Engagement.

Febry. 18 1734–35.

Granthm. Bird,
Atty. for the Pff.

The Answer of Alepate Kistnoma of Madrass Merchant Defendant to the Bill of Complaint of Nallom Juggo of the same place Merchant Complainant.

This Defendant saveing and reserving to himself now and at all times hereafter, all and all manner of Benefit and Advantage of Exception to the Errors Untruths, Uncertaintys and Imperfections in the Complainants said Bill of Complaint contained, for an answer there unto or unto so much thereof as this Defendant is advised doth materially concern him to make answer unto, He answereth and saith that he admits it to be true, that he hath had divers and sundry dealings with the Complainant but denys that he thereby stands indebted to the Complainant in the Summ of Pagodas Forty six twelve fanams and ten Cash, being in Sterling money of Great Britain allowing eight shillings per Pagoda the Summ of Eighteen Pounds ten shillings or thereabouts, as is falsely alledged in the Complainants Bill of Complaint, the Contrary of which will appear to this Honourable Court by a stated Account hereto annexed which this Defendant humbly begs may be a part of his answer, seeing the Ballance of the said Account due by the Complainant to this Defendant amounts to the Summ of Pagodas two hundred eighty four Nine fanams Forty five Cash Current of Madrass, which is in Sterling Money of Great Britain allowing eight shillings per Pagoda the Summ of one hundred thirteen pounds twelve shillings or thereabouts. This Defendant also acknowledges that there arose differences betwixt him this Defendant and the Complainant about settling the Ballance of the Account aforesaid as also of other very valuable transactions of Trade which had been betwixt them, as

Sworn before me this 22d. day of April 1735, John Saunders, *Mayor.*

also this Defendant admits that in order to accommodate the said differences this Defendant and the Complainant did submit the said affair to Arbitration and for Effectuating thereof both Parties did enter into and sign a Penalty Bond bearing date the twenty fourth day of May which was in the year of Our Lord One Thousand Seven Hundred and Thirty Four, to stand to the award and Determination of Trepasoor Marr Chittee, Allepatte Comrapa, Punchevana Rasapa, Vencatachilapilla to be determined by the said Arbitrators, and that within the space of three months from and after the date of the Penalty Bond. But seeing the Penalty Bond was expired and the time therein limitted being elapsed notwithstanding the Arbitrators had met for that Purpose, so that they had not the Least Shadow or Colour in Equity or Justice to give any Determination or Award by Virtue of the said Penalty Bond seeing the force thereof was Extinguished. Yet the Arbitrators took upon them on or about the twenty ninth day of October which was in the year of our Lord One Thousand Seven Hundred and Thirty Four to make an Award on the Account aforesaid And this Defendant admits that he and the Complainant did sign the same seeing he this Defendant was very Conscious to himself that the Account Current betwixt him this Defendant and the Complainant was fairly and justly stated in the Complainants Books, and the Ballance struck by their Mutual Consent and that the Ballance due on the Account was as is sett forth and due to the Defendant. And this Defendant further saith in Obedience to the Will of the said Award and that thereby the Ballance might be paid by the Complainant to the Defendant He this Defendant did come with one Veraga a Witness for this Defendant to Trepasoor Marr Chittee One of the Arbitrators mentioned in the Penalty Bond, and desired that the said Witness might be Examined on this Defendants behalf, But the said Trepasoor Marr Chittee absolutely refused so to do except it was in the presence of the three other Arbitrators requesting them to meet and Examine this the Defendants Witnesses in order to prove what concerned him in the said award, but they have not thought fitt as yet to meet for that Effect so that not only the Ballance on the aforesaid Account but also other Articles of very considerable value upon which the Disputes arose betwixt this Defendant and the Complainant continue in the same Posture as when the Penalty Bond was writt and signed by them, by which this Defendant hath suffered considerable Losses, so that he hath no other Protection or recourse for Justice and Relief except from this Honourable Court. And this Defendant doth further say that he doth not remember of any demand that ever was made by the Complainant on this Defendant for the Ballance which the Complainant falsely alledges is due to him by this Defendant Or that ever the Complainant made any demands on this Defendant for any Summ or Summs whatsoever, All which Matters and things this Defendant is ready to averr, Maintain and prove, as this Honourable Court shall award, and prays to be hence dismissed with his reasonable Costs in this Cause most wrongfully Sustained.

David Forbes,
Att^y. for the Dft.

Replication General.
Rejoynder General.

Dr. **Nallom Juggo.**

1725 Febry. 2d. 1726 Jan. 20. Mar. 2d.				
	To 14 Maund Tobacco without stalk ...	7		
	ca. md. lbs.			
	To 12 Duppers Gee 2 : 15 : 4½ @ 20 per Candy.	55	6	60
	To 9 do. 2 : 1 : 7½	41	11	20
	To 1 do. — : 5 : 5	5	7	20
1727 July 11	Cor.			
	To Handkerchs. 2–4½ ps @ 32 per corge ...	71	7	20
July 12	To do. small sort 9 Cor. @ 21½ per cor. ...	193	18	—
	To 1 ps. of Cambays	1	4	40
July 26	Cor. ps. P. fa. ca.			
	To Handkerchs. small sort 9–15½ @ 21–13–40.	208	29	20
	To Cambays 3–1 @ 22 ...	67	3	40
	To Cash paid Narrain	1	—	—
	To Alejas 3–5 @ 18–18 ...	60	4	40
	To 1 ps. Womans Cloth	—	33	40
	To Cambays 1–19 @ 22 ...	42	32	40
	To Handkerchs. 1	20	—	—
	To 1 ps. of Beteelas	2	31	40
	To 2 sheets wove with gold thread	4	—	—
	To 1 ps. Woman[s] Cloth	22	40	—
	To 3 ps. Beteelas	1	18	—
	To 1 ps. do.	—	18	—
	To 1 ps. Womans Cloth	22	40	—
	To Cash	1	—	—
	To 1 ps. Womans Cloth	22	40	—
	To do.	22	40	—
	Tc 1 ps. Beteelas	3	—	—
	To 10 ps. Womans Cloth	6	9	—
	To 2 ps. Beteelas	1	—	—
	fa. ca.			
	To 53 small Carpets 162 yards at 31 : 40 per yard	142	—	—
	Carried over Pags. ...	1029	34	60

Nallom Juggo.
Per Contra.

Cr.

1727 May 2d.	By Cash received of him	4	—	—
June 16th.	By Ditto	4	—	—
	By Ditto	—	18	—
July 10th.	By Ditto	143	—	—
Aug. 3d.	By Ditto	147	—	—
4th.	By Ditto	160	—	—
	Co. ps.			
	By Handkerchs. 1 13	35	15	60
	By Cambays 2	2	9	—
	Co. ps.			
	By Alejas 1–5	23	4	40
	By Handkerchs. 2	3	4	40
	By 2 Carpets 4½ yds.	3	34	—
	Ca. Md. lb. P.			
	By Sugar 2–9–15½ @ 12 per Candy	29	28	—
1727–8 Jan. 10th.	By Cash	14	—	—
Feb. 23d.	By Do.	75	—	—
	By Ditto paid the Juncan	1	5	—
	By Cash	2	—	—
1728 April 23d.	By D. from Vedalovencanah	50	—	—
	By Cash	1	—	—
27th.	By Do.	25	—	—
29th.	By Do.	20	—	—
May 20th. 1729	By Do.	50	—	—
	Carried over Pags. ...	793	10	60

Date	Particulars	Pags.		
	Brought over Pags. ...	1029	34	60
August				
	To 17 Ps. Handkerchs. @ P. 30 per corge ...	25	18	—
	To 18 do. Second Sort @ P. 28 per cor. ...	25	7	20
	To 17 do. Third Sort @ P. 25 per cor. ...	21	31	40
Sept. 26				
1728	To 2 dupper Gee 3–10 @ P. 18½ Candy ...	7	27	45
Jan. 10	To Cash paid Narso	1	9	—
20	To 4 duppers Gee 18–2¼ @ 20 per Candy ...	18	4	—
	To 1 ps. Beteelas	3	9	—
	To 3 Ditto	9	27	—
	To 4 Ditto	13	—	—
	To Cash paid to a Schoolmaster	—	11	—
	To 4 ps. Cambays	4	—	—
1729	To Cash	2	—	—
Oct. 24				
1730	To Alejas 5–1 @ 18–4–40 per cor.	81	15	40
May 5th.				
	To 1 ps. Beteelas	3	9	—
Dec. 10th.				
1731	To Ditto	3	9	—
June 10th.				
	To Cash paid him	—	3	—
	To Cambays 9–3 @ P. 21–9 per cor.	194	15	60
	To 1 ps. Bundosta	1	12	40
	To 1 ditto Cambays	—	27	—
1732	To 3 Duppers Gee 12–11 @ p. 24–27 per candy.	15	14	40
Sept. 7th.				
	To 6 ps. Lungees	3	—	—
1733	To 1 ps. ditto small	—	11	—
Jan. 25th.				
	To 1 ps. Beteelas	1	18	—
	Pags. ...	1420	29	25 [*sic*]

Date	Particulars	Pags.		
	Brought over Pags. ...	793	10	60
1729 Dec. 24th.				
	By Do.	49	—	—
1729–30 Feb. 7th.				
	By Do.	20	—	—
July 21st.				
	By Do. in New Pagodas	200	—	—
	By Batty on Do.	3	9	—
Oct. 19th.				
	By Cash	35	—	—
1731 Sept. 16th.				
	By Do.	5	—	—
Sept. 21st.				
	By Do.	5	—	—
1731–2 Jan. 25th.				
	By Do.	5	—	—
June 12th.				
	By Do.	5	—	—
1733 Mar. 12th.				
	By Do.	5	—	—
Mar. 15th.	By Do.	10	—	—
	By Ballance due	284	9	45
	Pags. ...	1420	29	25 [*sic*]

INTERROGATORIES to be Administer'd to such Witnesses as shall be produced Sworn and Examined in a certain cause where Alapatte Kistnomah is Complainant and Nallom Juggo of Fort St. George is Defendant.

IMPRIMIS.

Do you know the Parties Complainant and Defendant in these causes or in either and how long have you known them and which of them declare to the best of your Knowledge. 1.

What do you know or can set forth of a Parcell of Cambays that was left in your hands by Alapatte Kistnomah and whither or not did you dispose of the said Cambays and receive custom and Charity money to the amount of the said Goods after the rate of 1¾ fanam per Pagodas. What do you know of two Bales of Tobacco without Stocks to be delivered to Nallom Juggo by Alapatte Kistnomah's order and what was the weight of the said two Bales and what price and how long is it since they were delivered according to the best of your knowledge and belief. What do you know or remember of Alapatte Kistnomah and Nallom Juggo having made up their accounts and Alapatte Kistnomah writt his Account with his own hand and delivered the same to Nallom Juggo which account Juggo promised to bring to the Arbitrators and whither or not did Nallom Juggo oblige himself by his promise to bring the said account to them as also the Invoice of Handkerchiefs before the Arbitrators. 2. ALLEPATTE COMRAPAH TREVANGALAM COMRAPAH. 3. GRUAM KETCHEA 4. KESSOYA NARSOE.

What do you know or remember of Nallom Juggo having received two Corge and four and a half pieces of Handkerchiefs of Alapatte Kistnomah and was there any Witness examined on either side of the question in relation to the said accounts. 5. RAJAH RANGAPAH.

Do you know or can sett forth any other matter or thing on behalf of Alapatte Kistnomah in the Suite betwixt him and Nallom Juggo of Yea declare the same with the reasons of such your knowledge and belief. TO ALL WITNESSES.

DAVID FORBES,
Att^y. for the Plff.

Between Alapatte Kistnomah of Fort St. George Merchant Complainant and Nallom Juggo of the same place Merchant Defendant on the part of the Complainant.

Depositions of Witnesses taken in this Court by and before the Examiner in this Court as followeth :

Attepatte Comrapah aged 45 years or thereabouts being produced as a Witness on the part of Alapatte Kistnomah was on the 2d day of October 1735 shewn in person at the Office of Grantham Bird Attorney for Nallom Juggo, by Charles Nero who allso left a note of the name, title and place of abode of the said Deponent, and after being sworn and examined he deposeth as follows.

To the first Interrogatory This Deponent saith that he has known Alapatte Kistnomah 7 or 8 years and Nallon Juggo 10 or 12 years.

To the 2d Interrogatory this Deponent saith that two or three years before the Affair enquired after therein, he used to have 2 or 3 hundred Pagodas in trade between Alapatte Kistnomah and himself, and then Alapatte Kistnomah made some Cambays on his own account and brought them into the Deponents Godown, first having borrowed 500 Pagodas at Interest of the said Deponent, lent on the request of Mautore Vencatasia to the said Alapatte

Kistnomah and at the time that Alapatte Kistnomah gave this Deponent an Interest Bond, He the said Alapatte Kistnomah wrote in it to allow this Deponent Brokerage on the Sale and Godown Rent, he thinks they lay there one year, after which the owners of the Maneila ship were buying Goods when this Deponent carried his Goods among the others and there sold them in the presence of Nallom Juggo, Mautore Vencatasia and some others and received one fanam Custom on a Pagoda and half a fanam for the Brokerage and 20 Cash for Charity.

To the last Interrogatory This Deponent Saith he does not know neither can he sett forth any other matter or thing in behalf of Alapatte Kistnomah.

Atteepettee Comrapah.

Trevangulum Comrapah Deposeth to the Second Interrogatory that he knows nothing of the Cambays mentioned therein and that there was not any delivered into his hands, neither did he receive the produce of any or Customs or Charity money upon any, but that he was by and with some Merchants present, did settle a price for a parcell of Cambays, which he understood did belong to Alapatte Kistnomah, but remember exactly the price, but believes it was about 22 or 23 Pagodas per Corge.

Trevengalum Comrapah.

Gruam Ketchea Deposeth to the third Interrogatory that when he was a servant to one Causara Verdapah at Vooracoot about ten years past, at that time This Deponent brought upon freight by his Masters order, which he sent on Alapatte Kistnomahs Account to Nallom Juggo, 2 Bales of Tobacco, but wither it was with or without stalks this Deponent can't tell, Causara Verdapah wrote a letter to Nallom Juggo with an account of the weight of it but this Deponent cant now remember either the weight or the value of it, but the said 2 Bales of Tobacco was delivered to Nallom Juggo.

Gruam Ketchea.

Kesoya Narsoe Deposeth to the Fourth Interrogatory That he does believe Alapatte Kistnomah and Nallom Juggo did make up their accounts and that they both said they had each others Accounts in their own hand writing but they did not produce any such before the Arbitrators, but they Alapatte Kistnomah and Nallom Juggo produced their own Accounts which now lay before the said Arbitrators, This Deponent saith he does not know of any Promise from Nallom Juggo relateing either to the Accounts in Alapatte Kistnomahs hand writing, or to the Invoice of Handkerchiefs but that in Examining Alapatte Kistnomahs and Nallom Juggos Accounts, they found in Alapatte Kistnomahs Account, Nallom Juggo was charged 2 corge 4½, ps. and in Nallom Juggos account there is also enterd 2. c. 4½ ps. of Handkerchiefs, received from Alapatte Kistnomah in the Body of Nallom Juggos Account, but in the End of that Entry it is wrote only 1 corge 4½ ps. when Alapatte Kistnomah ask'd Nallom Juggo how that entry came to be made in such a manner, he answer'd that in the Bale, that those Handkerchiefs came from the Country there was a note of Alapatte Kistnomahs own writing which would prove there was no more Handkerchiefs than 1 corge 4½ ps. and that he the said Nallom Juggo had that Bale note ready to produce and more this Deponent saith not Except that there is charged in Alapatte Kistnamahs account 103 Pagodas paid for Customs on account of Nallom Juggo.

Kessoya Nersoe.

Rajah Rangapah deposeth to the Fifth Interrogatory That in Alapatte Kistnomahs Account, Nallom Juggo is there charged with 2 Corge 4½ ps. Handkerchiefs and in his Account there is also enter'd 2 Corge 4½ ps. Handkerchiefs received from Alapatte Kistnomah in the Body of the Account, but in the end of that entry its said only 1 corge 4½ ps. so he ask'd Nallom Juggo how this entry came to be made in such a manner, and he answered that in the

Bale that those Handkerchiefs came from the Country in there was an Invoice of Alapatte Kistnamahs own writing which would prove there was no more handkerchiefs than 1 corge $4\frac{1}{2}$ ps. and that he had that Invoice ready to produce and more this Deponent saith he knows not, Except that there is charged by Alapatte Kistnomah in his Account 103 Pag.ˢ paid for Customs on account of Nallom Juggo, and as to any Witnesses being Examined on either side of the Question in relation to the said Accounts he knows nothing of it.

Raja Rangapah.

Interrogatories to be administer'd to such Witnesses as shall be produced sworn and examined on the part and behalf of Nallom Juggo Merchant of Madrass in a certain Cause wherein the said Nallom Juggo is Defendant and Alapatte Kistnomah of the same place Merchant is Complainant, and also in a Certain Cause wherever the said Nallom Juggo is Complainant and the said Alapatte Kistnamah is Defendant.

1. Imprimis Do you know the Parties Complainant and Defendant in the cause or either and which of them and how long have you known them or either and which of them Declare.

2. Item Do you know of any Accounts there were at any time depending between the Defendant Nallom Juggo and Alapatte Kistnomah were the same at any time and when Settled and by whom as you know or have heard what was the Ballance of the said Accounts as you remember and in whose favour was the said Ballance due was you or any other person as you know present at the Ballanceing and settleing the said Accounts if so declare the names of the persons then present with your whole Knowledge of the Matters here Enquired after with your reasons for the same.

China Narrain Verago Permaul Verdapah Anoa Rajoo.

3. Item have you at any time and when seen the Accounts and Papers now in the hands or Custody of the Mayors Court Peon were the said Accounts and Papers the same that were produced at the Settleing the aforementioned Accounts between the said Nallom Juggo and Alapatte Kistnomah and what is the Ballance there said or mentioned to be, and in whose favour is the same, were the said Accounts the same that were produced before the Arbitrators on their Settleing the Differences and Disputes between the said Nallom Juggo and Alapatte Kistnomah if Yea Set forth your Knowledge thereof with your reasons for the same.

China Narrain Verago

Item Do you know or can you say any other matter or thing material for the said Nallom Juggo in this Cause if so set forth the same as you know have been informed or do believe with the reasons of such your knowledge or belief.

Granthᴹ. Bird,
Attʸ. for the Dft.

Between Nallom Juggo Merchant of Madras Complainant and Alapatte Kistnomah of the same place Defendant Et é Contra On the part of Nallom Juggo.

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows.

China Narrain Aged 25 years or thereabouts being produced as a Witness on the part of Nallom Juggo, was on the 25ᵗʰ. of October 1735 Shewn in person at the Office of David Forbes Attorney for Alapatte Kistnomah by Charles Nero

who also left a Note of the Name, Title and Place of Abode of the said Deponent, and after being sworn and Examined he Deposeth as follows.

To the first Interrogatory This Deponent says that he has known Nallom Juggo Twenty years and Alapatte Kistnamah Ten or Twelve years.

To the Second Interrogatory This Deponent says, that one day about three or four years agoe he went to Nallom Juggo's house and there he found him and Alapatte Kistnomah Settleing Accounts together, which when they had done, Nallom Juggo desired this Deponent would coppy his Accounts, so Nallom Juggo read his Accounts to the said Deponent and he Copyed, In the meantime Alapatte Kistnomah was looking over his own Accounts, and when he had done Copying he found there was due to Nallom Juggo 40 odd Pagodas, he then gave the Copy'd Account into Nallom Juggo's hands, and this Deponent does not call to mind any one Else that was present, Except some people that were passong [sic] and repaying.

To the third Interrogatory This Deponent says he knows nothing of the matters Enquired after therein.

To the last Interrogatory This Deponent says he does not know, neither can he say any other matter or thing in the behalf of Nallom Juggo.

China Narrapah.

Verago Permaul Deposeth to the Second and Third Interrogatories That when Alapatte Kistnomah and Nallom Juggo were settleing Accounts he was present and came there in the time that China Narrain was writeing them, which when he had done and cast up, This Deponent heard him tell Nallom Juggo and Alapatte Kistnomah that there was 40 odd Pagodas due to Nallom Juggo from Alapatte Kistnomah this is about three or four years ago, and also, he says that about 8 or 9 months ago he has seen Papers packt up in a Bundle and Seal'd in the hands of the Mayors Court Peon, and that they are the same which he saw produced at the Settleing of the aforementioned Accounts between Nallom Juggo and Alapatte Kistnomah, and the Ballance to be as before wrote down 40 odd Pagodas in the favour of the said Nallom Juggo, and this Deponent has heard they are the same, that were Laid before the Arbitrators at the Settleing the Disputes and Differences between the said Nallom Juggo and Alapatte Kistnomah.

Verago Permaul.

Verdapah Deposeth to the Second Interrogatory That by Alapatte Kistnomah's Order he wrote the Accounts between him and Nallom Juggo, and when the same were settled 9 or 10 years agoe the Ballance was one Pagoda odd fanams in favour of Nallom Juggo, and that there was no one present at the Ballanceing and Settleing of those Accounts but Alapatte Kistnomah and himself.

Verdapah.

Anca Rajoo Deposeth to the Second Interrogatory That Nallom Juggo's Conicoply One Verdapah told Alapatte Kistnomah that Nallom Juggo was going into the Country, so Alapatte Kistnomah sent to him to settle their Accounts, when Nallom Juggo sent his Conicoply that they might settle them, and the Conicoply return'd and told him there was one Pagoda odd fanams due to him from Alapatte Kistnomah, there were other people present, but not concern'd in this Affair this was about 8 or 9 years ago.

Anca Rajah.

MAYORS COURT OF
MADRASSPATNAM.

Present

JOHN SAUNDERS ESQ[R]. MAYOR,
HUGH NAISH, HOLLAND GODDARD,
THOMAS APPELBY, EDWARD MICHELL, ALDERMEN.

Tuesday the 25th day of November Anno Domini 1735 Between Alapatte Kistnomah of Fort St. George Merchant Complainant and Nallom Juggo of the same place Merchant Defendant.

and

Between Nallom Juggo of Fort St. George Merchant Complainant and Alapatte Kistnomah of the same place Merchant Defendant.

These Causes coming on this day to be heard and Debated before this Court in presence of the Parties and their Attorneys on both sides On hearing the Proofs taken in their Causes and also a Bond of Arbitration under the hands of the Parties Complainant and Defendant dated the 24th day of May 1734 and also a Bond of Agreement under the Hands and Seals of the said Parties Complainant and Defendant dated the 29th day of October Anno Domini 1734 And also one Account Current under the Hand of Alapatte Kistnomah And also one other Account Current under the Hand of Nallom Juggo Read and upon Examination had of the Matters in these Causes and what was alledged on either side and due Consideration thereon This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant Alapatte Kistnomah do pay unto the Plaintiff Nallom Juggo the summ of Forty Six Pagodas Twelve fanams and Ten Cash being the Ballance of the said Ballom Juggo's Account Current. And its further Order'd that the Bill of Complaint preferred by the said Alapatte Kistnomah against the said Nallom Juggo do stand dismissed out of this Court And that the said Alapatte Kistnomah do pay the Costs of Suit in both these Causes.

[Margin: Pags. 46: 12 fa: ca: 10. Or £st. 18:8:11.]

[Margin: Appealed to the Presid dent an- Councill.]

JOHN STRATTON,
Register.

COURT OF APPEAL AT
MADRASSPATNAM.

Between Alapatte Kistnomah of Fort St. George Merchant Appellant, and
Nallom Juggo of said place Merchant Respondent.

This Cause coming to be heard this day being Monday the 23d Feb[ry]. in the year of Our Lord 1736 On reading the Petition of the Appellant, the Answer of the Respondent, the Exhibits in the Honourable the Mayors Court in this Cause together with the Decree of the said Mayors Court given therein on Tuesday the 25th day of November Anno Domini 1735 and in due Consideration had of the Matters severally Contained in them and of the Pleadings and Arguments made use of by the Attorneys on both sides This Court Unanimously agreed that the Petition of Appeal be dismissed and that the Decree of the Honourable the Mayors Court be Confirmed. And this Court doth accordingly order and decree that the said Decree of the Honourable the Mayors Court in this Cause do stand confirmed and that the Appellant do pay all Costs of Suit in both Courts.

P. Cur.

JN[O]. SAVAGE.
Clerk of the Court of Appeals.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

DECR. 16, 1735. Humbly Complaining Sheweth unto this Honourable Court Your Orators Permall Moodelare and Ramah Chundru Merchants of Madrass Trustees and Executors of Pensala Kistna late Merchant of Madrass deceased That Anna Chippa Merchant now being and resideing in Madrass by a Certain Note or writing bearing date the twenty third of December 1731 Thereby acknowledged himself to be indebted unto the said Pensala Kistna in the full and just summ of eighty Pagodas, which in sterling money of Great Britain after the rate of eight shillings per Pagoda amounts unto the summ of Thirty Two pounds, which said moneys he the said Anna Chippa thereby promised to pay on demand with the Interest after the rate of eight per cent per annum And for a further security of the aforesaid summ he deposited in the Hands of the said Pensala Kistna a Bill of Sale of his House as by the said Note or Writeing now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orators shews that the said Pensala Kistna in his Life time and Your Orators since his decease have frequently applyed unto the said Anna Chippa Requesting him to pay the Principal and Interest due on the said Note. But now so it is May it please this Honourable Court that the said Anna Chippa refuses to satisfie his said Engagement.

GRANTHM. BIRD,
Attv. for the Plff.

MAYORS COURT OF MADRASPATNAM.

Fryday the 5th day of March Anno Domini 1735–6 Between Permall Moodelare and Ramah Chundra of Fort St. George Merchants and Trustees to the Estate of Pensala Kistna Deceased Complainants And Anna Chippa of the said place Merchant Defendant.

Pag. 80 Est. 32. Upon reading the Plantiffs Petition and also Translate of one Cadjan Bond under the hand of the Defendant dated the 23d. day of December 1731 And the Defendant having been severall times summoned to appear to answer said Bill but wilfully and obstinately refusing so to do this Court doth therefore think fitt to Order and Decree and doth Accordingly Order and Decree that the Defendant do pay unto the Plantiff the summ of eighty Pagodas being the Principal money due on the aforementioned Bond with Interest after the rate of eight per cent per annum from the date thereof together with his Costs of Suite.

PER CUR.

JOHN STRATTON.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

MARCH 5TH 1735-36. Humbly Complaining Sheweth unto this Honourable Court Your Orator Starraingee Saum Oldue of Madrass Merchant That Nooto Nallamolu Chittee and Nootue Mutu Chittee now being and resideing in Madrass Merchants having occasion for a sum of money applyed to Your Orator for the Loan thereof Thereupon on or about the twenty Seventh day of April which was in the year of Our Lord One Thousand Seven Hundred and thirty three he did advance and lend to the said Nooto Nallamolue Chittee and Nootue Mutu Chittee the Sum of Pagodas thirty three Current of Madrass which is in sterling money of Great Britain after the rate of eight shillings per Pagoda the

Summ of Thirteen pounds four shillings or thereabouts for the Securing the repayment thereof with Interest They did by a certain Cadjan or Writeing mortgage to Your Orator a House and Ground Scituate in Mutalls Petta in Nandees Street and Your Orator shews that Likewise at their request he did lend them the further Summ of three Pagodas for the repayment of the same they gave Your Orator another Cadjan Note or Writeing which said Cadjans are now in Your Orators Custody, Translate whereof being hereto annexed, and ready to be produced as this Honourable Court shall direct will appear. Your Orator further sheweth he has often in a most friendly manner requested payment of the said moneys due aforesaid But now so it is May it please this Honourable Court that the said Nootu Nallammuta Chittee and Noolu Muta Chittee has Postponed Your Orator from time to time and now absolutely refuses to satisfye the same.

HENRY WADDINGTON,
Att^y. for the Deft.

Present

HOLLAND GODDARD ESQ^R., MAYOR,
THOMAS APPELBY, EDWARD MICHELL
& EDWARD FOWKE, ALDERMEN.

MAYORS COURT OF
MADRASSPATNAM.

Tuesday the 16th day of March Anno Domini 1735–6 Between Narramja Samdlue of Fort St. George Merchant Complainant and Nootu Nallah Mootah Chittee and Nootu Mootu Chittee of the same place Merchants Defendants.

Upon Reading the Plantiffs Petition and also Translate of one Cadjan Bond under the Hands of the Defendants dated the twenty seventh day of April Anno Domini 1733 and also Translate of one other Cadjan Bond under the Hands of the Defendants dated the 19th day of May 1734 and the Defendants being present in Court and acknowledging the Execution of said Bonds Pags. 36. and the Justness of the Plantiffs Demand This Court doth therefore think £st. 14 : 8. fitt to Order and Decree and doth accordingly Order and Decree That the Defendants do pay unto the Plantiff the Summ of thirty six Pagodas being the Principall money due on the aforementioned Bonds with Interest after the rate of eight per cent per annum from their respective dates untill full payment be made of the same together with his Costs of Suite and in Default thereof on or before the Expiration of Fourteen days from this date that the Mortgaged Premises be sold and the money ariseing by such paid to the Plaintiff in and towards the Discharge of the aforesaid Debt and Costs.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF
MADRASSPATNAM.

Humbly Complaining Sheweth unto this Honourable Court Your Orator FEB^RY. 6, Vencata Chittee Merchant of Madrass That Pereah Woodande Merchant now 1735–6. being and resideing in Madrass having Occasion for a Summ of money applyed himself unto China Coota Chittee late Merchant of Madrass since deceased for the Loan thereof whereupon the said China Coota Chittee did advance

and lend unto the said Pereah Woodande the Summ of eighty Pagodas Current of Madrass which in Stêrling money of Great Britain after the rate of eight shillings per Pagoda amounts unto the Summ of thirty two pounds for Secureing the Repayment whereof he the said Pereah Woodande did make and give unto the said China Coota Chittee one Cadjan Note or Writeing under his Hand bearing date on or about the twenty Second day of November Anno Domini 1722 thereby acknowledging to have Borrow'd and received of the said China Coota Chittee the said summ of eighty Pagodas which he promised to pay with Interest on or before the thirtieth of May then next as by the said Cadjan Note or Writeing and Translate thereof hereunto annext will more fully appear. And Your Orator shews that the said Pereah Woodande on or about the Eleventh day of July 1729 paid in part of the said Note the summ of Forty Pagodas so that there remains due thereon only the summ of forty Pagodas Princippall money besides Interest. And Your Orator further shews that the said China Coota Chittee being Dead as aforesaid the right and Property of the said Note and Moneys due thereon legally descended unto Vencataramah Chittee Brother of the said China Coota Chittee who hath since assigned the same unto Your Orator whereupon Your Orator frequently applyed himself unto the said Pereah Woodande and requested him to pay the Principall money and Interest due on the said Note But now so it is May it please this Honourable Court that the said Pereah Woodande refuses to satisfie his said Engagements

GRANTH[M]. BIRD,
Att[y]. for the Plff.

Present

HOLLAND GODDARD ESQ.[R], MAYOR,
SAMUEL HARRISON, JOHN SAUNDERS,
THOMAS APPELBY AND EDWARD FOWKE,
ALDERMEN.

MAYORS COURT OF
MADRASSPATNAM.

Tuesday the 6th day of April Anno Domini 1736 Between Vencata Chittee of Fort St. George Merchant Complainant and Pereah Woodande of the same place Defendant.

Pag[s]. 40. £st. 16. Upon Reading the Plantiffs Petition and also Translate of One Cadjan Bond under the Hand of the Defendant dated the 2d day of November Anno Domini 1722 for Secureing the Repayment of the Summ of Pagodas Eighty and Interest and the Defendant having been severall times Summoned to appear to answer said Bill of Complaint but willfully and obstinately refuseing so to do and the Plantiff admitting by his said Bill of Complaint that he hath received the Summ of Forty Pagodas in part of the Principall Money due on the aforementioned Bond. This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree That the Defendant do pay unto the Plantiff the Summ of Forty Pagodas being the Principall Money remaining due on the aforementioned Bond with Interest after the rate of Eight per cent per Annum from the Date thereof untill full Payment or Satisfaction shall be made of the same together with the Costs of the Suite.

JOHN STRATTON,
Register.

To the Honourable the Mayors Court of Madrasspatnam.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Ramah Peon of Madrass That Babutle Matal late Merchant of Madrass deceased some time before his Death having Occasion for Money applyed himself to Your Orator for the Loan thereof whereupon Your Orator did advance and lend unto the said Babutla Mutall at severall times the Summ of Eighty five Pagodas, which in sterling money of Great Britain after the rate of eight shillings per Pagoda amounts unto the Summ of thirty four pounds, for Secureing the repayment whereof the said Babutla Mutall did make and give to Your Orator severall Cadjan Notes or Writeings under his Hand bearing the Dates as therein respectively mentioned Thereby Acknowledging to have borrowed and received of Your Orator the severall summs therein Expressed amounting unto the said Summ of eighty five Pagodas which he promised to pay with Interest at the severall time therein also mentioned And for further Security of payment thereof by One other Cadjan Note or Writeing under the Hand of the said Babutla Mutal bearing date on or about the Fifteenth day of November 1730 acknowledging the aforesaid Debt did Mortgage and make over unto Your Orator his House and Ground scituate in the Washman Town subject to a Proviso for makeing void thereof on payment of the said Principall Money and Interest on or before the fifteenth day of January then next As by the said last mentioned Cadjan note or Writeing and Translate thereof now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews that the said Babutla Mutall being dead as aforesaid left his Son Fota his sole heir who soon after his said Fathers Death possessed himself of all the said Testators Estate Sufficient to pay his Debts with a considerable Overplus which said Fota not only acknowledged the Justness of the said Debts due to Your Orator as aforesaid but agreed that the said Mortgage Premises should be sold for and towards payment thereof. But now so it is May it please this Honourable Court That the said Fota now denies the same and refuses to satisfye his said Engagements. **Dec. 5, 1735.**

Granth^m. Bird,
Att^y. for the Pff.

Mayors Court of
Madraspatnam.

Present

Holland Goddard Esqr., Mayor,
Samuel Harrison, John Saunders,
Thomas Appelby & Edward Fowke,
Aldermen.

Tuesday the 6th day of April Anno Domini 1736 Betwixt Ramah of Fort St. George Peon Complainant and Fota of the same place Merchant Defendant.

Upon Reading the Plantiffs Petition and also Translate of One Cadjan Bond of Assignment under the Hand of Babutla Mutall Deceased, the Defendants Brother, dated the fifteenth day of November 1730 for Secureing the Repayment of the summ of Pagodas eighty five and Interest and the Defendant having been severall times summoned to appear to answer said Bill but wilfully and obstinately refuseing so to do, and the Plaintiff makeing Oath to the truth of his Debt to the Satisfaction of the Court This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree Pag^s. 85. £st. 34.

that the Defendant do pay unto the Plaintiff the summ of eighty five Pagodas being the Principall Money due on the aforementioned Bond with Interest after the rate of eight per cent per annum from the date thereof untill full payment shall be made of the same together with his Costs of Suite and in default thereof on or before the Expiration of 14 days from this date and that the mortgaged Premises be sold and the money arising by such sale paid to the Plantiff in and towards the Discharge of the aforementioned debt and Costs.

John Stratton,
Register.

To the Honourable the Mayors Court of Madrasspatnam.

April 6, 1736. Humbly Complaining Sheweth unto this Honourable Court Your Orator Narrain Numashaw Nephew and Heir of Upalapoo Narrain late Merchant of Madrass deceased That Tongasal Gruapah Merchant now being and resideing in Madras having Occasion for a Summ of Money applyed himself unto the said Upalapoo Narrain for the Loan thereof whereupon the said Upalapoo Narrain did advance and lend unto the said Tongasal Gruapah the Summ of Forty Six Pagodas Current of Madrass, which in sterling money of Great Britain after the rate of eight shillings per Pagoda amounts unto the Summ of eighteen pounds eighteen shillings, for secureing the repayment whereof he the said Tongasal Gruapah did by Writeing under his hand and seal bearing date the seventh day of June 1728 for the Consideration of the said Summ of forty six Pagodas to him paid by the said Upalapoo Narrain Assign and make over unto the said Upalapoo Narrain a House and Ground in the Mooteall Petta in Periatom by Chittee Street between the Houses of Gruapah and Chinda Chare To Hold unto the said Upaloogo Narrain his heirs and assigns forever subject to a Proviso for makeing void there of one payment unto the said Upalagoo Narrain his heirs or assigns the said Summ of forty six Pagodas with Interest after the rate of eight per cent per annum at the Expiration of four months from the date thereof as by the said Writeing or Mortgage now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear And Your Orator shews that the said Upalagoo Narrain in his Lifetime and Your Orator since his Death frequently applyed unto the said Tongasal Gruapah requesting him to pay the Principall and Interest due on the said Mortgage But now so it is May it please this Honourable Court that the said Tongasal Gruapah [absolutely refuses] to give Your Orator any Satisfaction in the Premises.

Granthm. Bird,
Attv. for the Pff.

Mayors Court of
Madrasspatnam.

Present

Holland Goddard Esqr., Mayor,
Thomas Appelby, Edward Michell
& Edward Fowke, Aldermen.

Tuesday the 13th day of April Anno Domini 1736 Between Narrain Numashaw of Fort St. George Merchant Complainant and Tongasal Gruapah of the same place Merchant Defendant.

Pags. 46. £st. 18. 8s. Upon Reading the Plantiffs Petition and also Translate of one Cadjan Bond of Assignment under the Hand of the Defendant dated the Seventeenth day of June Anno Domini 1728 And the Defendant being present in Court

and acknowledging the Execution of said Bond and the Justness of the Plantiffs Demand this Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plantiff the summ of Forty six Pagodas being the Principall Money due on said Bond of Assignment with the Interest after the rate of eight per cent per annum from the date thereof untill full payment shall be made of the same, And in Default thereof On or before the Expiration of 14 Days that the Mortgaged Premises be sold and the Money ariseing by such sale paid to the Plaintiff in and towards the Discharge of the aforesaid debt and Costs.

John Stratton,
Register.

To the Honourable the Mayors Court of Madrasspatnam.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Zachary De Avieteke Merchant of Madrass That Sophar son of Midas Zachary by Writeing under his Hand Dated in Madrass the 23d day of August 1711 Thereby declaring that he had given to Muckertoom the son of Jacob a certain Manuscript to carry with him to Amsterdam and there to print a certain Number of Books and what Charges he was at for the same he was to draw on the said Sophar or in case of hi[s] absence on his Attorneys and of their Absence it should be honoured in whatever place his money was. And Your Orator shews that the said Muckertoom the son of Jacob by a certain other Writeing under his hand dated the first of September 1714 thereby acknowledged to have taken at a Respondentia of your Orator two hundred and fifty weighty Dollars to run at risque on Bottom of the Danes East India Companys ship the Salvator Mundi from the port of Bergen in Norway to Tranquebar on the Coast of Cormandel to be paid by Sophar son of Midas Zachary within thirty days after the arrival of the said ship at Tranquebar which moneys he thereby declared to have taken up on account of Coja Sophar and had freighted the Books which he printed for him on board the said ship as by the said two several Writeings and translates thereof now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews that the said Sophar is since departed this Life leaving his Brother De Avid in Possession of all his Estate and Effects which said De Avid is also departed this Life leaving one Amerisant Merchant now being and resideing in Madrass his Attorney or Executor who hath possessed himself of all the said Deceaseds Estate and Effects And Your Orator shews that he has in a friendly manner applyed to the said Amerisant requesting payment of the said moneys so by him advanced and paid for and on account of the said Sophar pursuant to the said first recited Writeing But now so it is May it please this Honourable Court the said Amerisant refuses to give Your Orator any Satisfaction in the Premises. Feb. 18, 1734-5.

Granthm. Bird,
Atty. for the Plff.

Mayors Court of Madrasspatnam.

Present

Holland Goddard Esqr., Mayor,
Thomas Appelby, Edward Michell
& Edward Fowke, Aldermen.

Tuesday the 13th day of April Anno Domini 1736 Between Coja Zachariah De Avieteke of Fort St. George Merchant Complainant and Coja Ammes

Essad of said place Merchant and Executor of the last Will and Testament of De Avid deceased Defendant.

Dollars 250. Upon reading the Plaintiffs Petition and also Translate of one Bond of Agreement under the hand of Sophar son of Midas Zachery dated the 23d day of August 1711 And also Translate of one Bond at Respondentia under the hand of Muckertoom Son of Jacob dated the 1st day of September 1714 And also a Translation from the Armenian Language under the hands of Coja Petrose, Coja Terose and Coja Nazar Jacob Jan setting forth that haveing carefully perused and Examined the aforementioned Bond of Agreement and Bond at Respondentia they were of opinion that the Plaintiff was sufficiently Entituled to the money claimed by him being Dollars 250 And that the Defendant appearing in Court by his Attorney and Submitting this Affair to the Consideration of the Court This Court doth therefore think fitt to Order and Decree and doth accordingly order and decree That the Defendant Coja Ammer Essad do pay unto the Plaintiff out of the Estate and Effects of Coja De Avid deceased the summ of two hundred and fifty Dollars with Interest after the rate of eight per cent per annum from the 31st of August 1716 untill the full Payment shall be made of the same together with his Costs of Suite.

John Stratton,
Register.

To the Honourable the Mayors Court of Madrasspatnam.

April 13th. 1736 Humbly Complaining Sheweth unto this Honourable Court Your Orator Trevengadum Condapa Chittee Merchant of Madrass That Suracaw Latchinea Merchant now being and resideing in Madrass having Occasion for a Summ of money applyed himself to Your Orator for the Loan thereof whereupon Your Orator did advance and lend unto the said Suracaw Latchinea the summ of forty six Pagodas Current of Madrass which in sterling money of Great Britain after the rate of eight shillings per Pago[d]a amounts unto the Summ of eighteen pounds eighteen shillings For Secureing Repayment whereof the said Suracaw Latchinea Did make and give to Your Orator one Cadjan Note or Writeing under his h[a]nd bearing date on or about the first day of November 1733 thereby acknowledging to have borrowed and received of Your Orator the said summ of forty six Pagodas which he promised to pay with Interest on Demand as by the said Cadjan Note or Writeing and translate thereof now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews that he has frequently applyed unto the said Suracaw Latchinea requesting him to pay the Principall and Interest due on the said Note But now so it is May it please this Honourable Court That the said Suracaw Latchinea refuses to give Your Orator any Satisfaction in the Premises

Mayors Court of
Madrasspatnam.

Present

Holland Goddard Esqr., Mayor,
Thomas Appelby, Edward Michell
& Edward Fowke, Aldermen.

Tuesday the 13th day of April Anno Domini 1736 Between Trevangalum Comrapah of Fort St. George Merchant Complainant and Suracaw Latchinea of the same place Merchant Defendant.

Upon reading the Plaintiffs Petition and also translate of one Cadjan Bond under the hand of the Defendant dated the first day of November Anno Domini 1733 and the Defendant being present in Court and acknowledging the Execution of said Bond and the Justness of the Plaintiffs Demand this Court doth therefore think fitt to Order and Decree and doth accordingly order and decree That the Defendant do pay unto the Plaintiff the summ of forty six Pagodas being the Principall money due on said Bond with Interest after the rate of eight per cent per annum untill full payment shall be made of the same together with his Costs of Suite. Pags. 46. £st. 18. 8.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Orgunde Rownapah Merchant of Madrass That on or about the two and twentieth day of September 1722 Your Orator and Tellisinga Late Merchant of Madrass since Deceased came to an agreement for the sale of his the said Tellesinga's House for which Your Orator was to pay the summ of forty Pagodas and accordingly Your Orator did pay unto him the said Tellesinga the summ of thirty Pags. as part of the said purchase the remaining ten pagodas Your Orator was to pay on the Execution of a Bill of Sale of the said Premises as by a certain Cadjan note or agreement now in Your Orator's Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews that the said Tellesinga soon after hired two rooms part of the said Premises for and as Godowns for which he was to pay Your Orator after the rate of five fanams per Month which said rooms he the said Tellesinga kept in his possession for upwards of nine years and untill the same fell down for want of repair which Your Orator could not do by reason they were in the said Tellesinga's possession And Your Orator further shews That the said Tellesinga never paid the said rent as before agreed or any part thereof and the same is now justly due and owing to Your Orator nor did he the said Tellesinga ever execute any Bill of Sale of the said Premises which he ought to have done And Your Orator further shews that the said Tellesinga being Dead as aforesaid Left one Comrapah Merchant now being and resideing in Madrass his Heir Trustee or Executor who hath since possessed himself of all the said Testators Effects whereupon Your Orator applyed himself unto the said Comrapah and requested him to peform the said Agreement and to pay Your Orator the Surplus of the money due for the said rent over and above the ten pagodas Left in Your Orators hands in manner aforesaid But now so it is May it please this Honourable Court that the said Comrapah refuses to comply therewith or to give Your Orator any Satisfaction in the Premises. AUGST. 12, 1735.

GRANTHM. BIRD.
Atty. for the Plff.

The Answer of Comrapah of Madrass Merchant Dft. to the Bill of Complaint of Orgunde Raunapah of the same place Merchant Complainant. Jur. in Cur. OCT. 2, 1735.

This Defendant saveing to himself all Benefitt of Exception to the Errors and Imperfections in the said Bill Contained For Answer thereinto or unto so much thereof as he this Defendant is advised Materially concerneth him to make answer unto He this Defendant saith that it does not consist with his knowledge that there were any dealings betwixt the Complainant and Tellesinga Deceased to whom this Defendant is Executor but this Defendant very well knows that Tellesinga sold a House to one Mundula Vencotisha late

Merchant of Madrass now Deceased And That the said Mundula Vencotisha did give one Cadjan Note or Writeing under his hand bearing date the seventeenth day of February which was in the year of Our Lord One thousand seven hundred twenty two three thereby promising to pay to the said Tellesinga the summ of eleven pagodas nineteen fanams as the Ballance of the Price of the said House unpaid as also to pay Interest thereon during the Nonpayment of the same after the rate of twelve per cent per annum as per the said Cadjan and Translate thereof now in this Defendants Custody ready to be produced as this Honourable Court shall direct will more fully appear. And the Bill of Sale by the said Tellesinga in favour of Orgunde Raunapah and Brother to Wencotoma Spouse to the said deceased Mundula Wencotisha is now in this Defendants Custody and ready to be delivered on payment of the Principal summ and Interest due on the Note aforesaid. This Defendant very well remembers that by a subsequent agreement bearing date the seventeenth of September One Thousand seven hundred twenty three that one Juggo who was Broker to the said Wencotoma by Order of Mundula Wencotisha did give one Cadjan Note to the said Tellesinga thereby acknowledging that there was a further ballance due to the said Tellesinga of the summ of one pagoda twenty five fanams which he was to pay to the said Tellesinga as also the said Juggo did in the said Cadjan by order of the said Mundula Wencotisha acknowledge that there was a Parcell of Soap left by the said Tellesinga which was permitted to lye untill the same was sold as also there were two boards and one small board and a quantity of sticks which the said Juggo acknowledges was left in the House which belonged to the said Tellesinga as per the said Cadjan and Translate now in this Defendants Custody and ready to be produced as this Honourable Court shall direct will more fully appear. And this Defendant further says that he knows of no other Agreements but what is Specified in the two Cadjans aforesaid as also that Orgunde Raunapah came about three Months ago and tendered ten Pagodas to this Defendant if he would accept of the same in full on the aforesaid Accounts which this Defendant refused unless full Satisfaction was made of the Premises. All which matters and things this Defendant is ready to Aver Maintain and Prove as this Honourable Court shall Award and Prays to be hence dismissed with his reasonable Costs in this Cause most wrongfully Sustained.

DAVID FORBES,
Atty. for the Dft.

This Agreement is given by Oraguntah Juggo to Kusinnee Tellesinga that in Pedenaigues Petta in Markissnase Street there being a House Joining to that [of] Yeagapa on one side and that of Choleapah on the other side belong to Veapam Marrum Ninapilla which is valued and Sold in which House there is a quantity of Soap and the said Soap is permitted to lay in that House till the same be Sold and there is two Boards and One small and Some Sticks that Incloseth the Soap and besides there is a former Remains of One Pagoda and twenty five fanams which I am to pay. This Bond is given by Orgunde Juggo by the order of Mundala Vencatasia September the 17 1723.

Signed
JUGGO.
Witness BUNDEE PUDDANAPA
SUTTANA.

Bond wrote by Comrapah.

RALPH MANSELL.
Examiner.

I Mundalah Vencatasia Doe give this Bond to Kusinnee Tellesingah for the Summ of Eleven Pagodas Nineteen fanams for which I promise the Interest of 12 per cent per Annum together with the Principal on Demand being on Account of a House I bought, February the 17th 1722–3.

Signed MUNDALA VENCATASIA.

Witness
CUNDAPAH.
MOOTAHE.

Bond wrote by Comrapah.

RALPH MANSELL,
Examiner.

The Replication of Ramanapah Merchant of Madrass Complainant to the Answer of Comrapah of the same place Merchant Defendant. DECR. 5TH. 1735.

The said Replyant saving to himself all Advantages of Exception to the Incertaintys Untruths and Insufficiencys of the Defendants Answer for Replication thereunto saith that all and singular the matters and things in the Replyants said Bill Contained are true as the same are therein alledged and that the Answer of the said Defendant to the said Bill is very untrue Imperfect and Insufficient to be replyed unto and particularly for that the said Defendant by his said Answer averrs that the said Defendants Testator sold the House in the Bill mentioned in his Life time to one Mundula Vencatasia (since deceased) by a Writeing or Agreement under his hand for that purpose and pursuant thereunto had signed a Bill of Sale of the said House unto one Orgunde Ramanapah (meaning as the Replyant apprehends) this Replyants as Brother in Law to the said Vencatasia Whereas this Replyant saith that the said House was sold unto this Replyants own Brother Orgunde Juggo by an Agreement bearing date on or about the seventeenth day of September One Thousand Seven Hundred Twenty Three by the said Defendants Testator Tellesinga upon the terms and Conditions in the said Bill mentioned which said Orgunde Juggo being also dead the said House and Property therefore legally descends unto this Replyant as Eldest Brother of the said Orgunde Juggo which this Replyant apprehends that the said Tellesinga well knew before his Decease which was the Reason that he had Executed a Bill of Sale of the said House unto this Replyant but dyed before the same was perfected But had he lived he would not have Charged this Replyant with the pretended Debts in the Defendants Answer falsely suggested which are unreasonable and inconsistent One with the other. All which this Replyant is ready to averr Maintain and prove as this Honourable Court shall Award And humbly prays as in and by his said Bill he hath already prayed.

GRANTHM. BIRD,
Attv. for the Plff.

TRANSLATE OF AN AGREEMENT GIVEN BY TELLESINGA TO ORGUNDE JUGGO DATED 17TH. SEPTEMBER 1723.

I Tellesinga to above named Juggo a House at Peddenaigues Petta Markistnamas Northward Street between the Houses of Chollyapah and Egapah for Pags. 40 to which the summ of thirty pags. paid and the remainder of Pags. 10 to be paid by the 30th January following and receive the Note.

Witness my hand

TELLESINGA.

Witness BARBA NAPAH.
BUCHANAH.

This Note drawn by Comrapah.

P.S.—If the money is not paid according to the above Agreement then the House is to be return'd and receive the money back again.

REJOYNDER GENERALL.

INTERROGATORIES to be Administered to such Witnesses as shall be produced sworn and Examined on the part and behalf of Ramanapah Merchant of Madrass in a certain cause wherein the said Ramanapah is Complainant and Comrapah of the same place Merchant is Defendant.

1 IMPRIMIS.—Do you know the parties Complainant and Defendant in this cause or either and which of them and how long have you known them or either and which of them Declare.

2 RASPH ANNAVIAH MARGAPAH ITEM.—Do you know or were you present at any and what Agreement between one Tellesinga and Orgunde Juggo (both since deceased) for the sale of a House what was the Consideration to be paid for the same and to whom and in what manner was the money to be paid for the Purchase thereof. Do you know of any other Agreements being made at the same time between the said Tellesinga and Juggo relateing to some soap and other Goods lyeing in the Godowns belonging to the said House what was the Rent agreed to be paid for the Lyeing thereof and how long did the said soap lay there as you know believe or have heard. Did the Lyeing thereof occasion any Damage to the said Godowns if Yea Did the said Tellesinga promise to make good the same and did he make good the same before his Decease as you know or have been Informed, Declare all you know of the Matters here inquired after with your reasons for the same.

3 MARGAPH ITEM.—Do you know anything of any Agreements being made for the sale of a House between the Parties in the Interrogatory above named if Yea Set forth the Particulars thereof to the best of your Remembrance And did you demand the Bill of Sale to be made for Sale of the said House, When and how long after the Agreement for payment of the money did you make such demand, And had you at the same time the remaining Consideration money and did you offer to pay the same to the said Tellesinga upon delivery of the said Bill of Sale, And what did the said Tellesinga then say relateing to the Damage done to the said Godowns by means of the soap lyeing there, And did he then promise to make good the Damage. Declare.

ITEM.—Do you know or can you say any other matter or thing Materially for the Complainant in this cause if so Set forth the same as you know have been Informed or do believe with the Reasons of such your Knowledge or belief.

GRANTH^{M}. BIRD,
Att^{y}. for the Plff.

Between Ramanapah of Fort St. George Merchant Complainant and Comrapah of the said Place Merchant Defendant.

DEPOSITIONS of Witnesses taken in this Cause by and before the Examiner in this Court as follows.

Rasapah.—Aged thirty five years or thereabouts being produced as a Witness on the part of the Complainant was on the 4th April 1736 Shewn in Person at the Office of David Forbes Attorney for the Defendant by Charles Nero who also left a Note of the Name Title and Place of abode of the said Deponent and afterwards being sworn and Examined he Deposeth as follows.

To the first Interrogatory this Deponent saith that he hath known Ramanapah about twenty years and Comrapah about fifteen years.

To the Second Interrogatory this Deponent saith that he doth know and was present when Orgunde Juggo Deceased bought the House Enquired after in this Interrogatory of Tellesinga also Deceased for the summ of forty Pagodas that he paid but thirty of it and the other ten was on Agreement to be paid some time afterwards and this Deponent also knoweth that there was in two of the rooms some soap sand which was taken out and the next day put in again on an Agreement of paying five fanams a month for the use of the said Rooms it lay there seven or eight years and occasion'd in great Rains that part of the House to fall for want of looking after Tellesinga after the Decease of the said Juggo came to take it away but his Widow stopt it till he should make Satisfaction for the Rent or make good the Damage of the House, On which Tellesinga promised if it cost him ten or twenty Pagodas he would repair the House again but the ten Pagodas which was due to him for the Purchase of the House should be reckon'd paid and accordingly took away the soap sand but he did not perform his promise because immediately after he fell sick and died and more this Deponent knoweth not.

Rasapah.

Annaviah.—Deposeth to the Second Interrogatory and saith that he heard Juggo and Tellesinga both since deceased talking to each other relateing to an Agreement about a house the former had bought of the latter for forty Pagodas Thirty of which was paid and the other ten a Note was given for, and this Deponent also knoweth that there was by Tellesinga some soap sand put into two of the Rooms of the said House for the use of which he agreed to five fanams per Month it Lay there six or seven years till those rooms fell down they was [*sic*] afterwards repair'd by the Owner but this Deponent knoweth not of any Agreement with Tellesinga relateing to the said repairs nor of no other matter or thing for the Complainants benefitt in this Cause.

Interrogatories to be Administered to such Witnesses as shall be produced sworn and Examined on the part of Comrapah Defendant in a certain Cause where Orgunde Rangapah of Madrass is Complainant and the said Comrapah is Defendant.

Imprimis.—Do you know the Parties Complainant and Defendant in this Cause or Either and which of them and how long have you known them or either of them Declare. To Canaca

Item.—What do you know or remember That about ten months ago there was a Warrant of Arrest obtained against one Vencotoma Widow of Mudla Vencotash for the Ballance of the price of a House bought by the said Mudla Vencotash from Tellesinga Deceased, to whom this Defendant Comrapah is Executor. What do you know or Remember of the Complainant Orgunde Rangapah having tendered ten Pagodas to this Defendant Comrapah as in full of all demands on the said House and what was the reason the said Comrapah did not accept of the said moneys of the said Orgunde Rangapah Declare the same according to the best of your knowledge and beleif.

Item.—Do you know or can you say any other matter or thing Material for the Defendant in this Cause if so Set forth the same as you know have

been Informed or do believe with the Reasons of such your knowledge and beleif.

DAVID FORBES.
Attʸ. for the Dft.

Between Orgunde Rangapah Complainant and Comrapah Defendant.

DEPOSITIONS of Witnesses taken in this Cause on the behalf of the Defendant by the Examiner in this Court as follows.

Canaca aged thirty years or thereabouts being Produced as a Witness on the part of the Defendant was on the 4th May Shewn in person to Grantham Bird Attorney for the Complainant by Charles Nero who left a Note of the Name Title and Place of abode of the said Deponent and afterward being sworn and examined he Deposeth as follows.

To the first Interrogatory this Deponent saith that he hath known the Complainant and Defendant about six years.

To the Second Interrogatory this Deponent saith that about ten months past Comrapah obtained from the Court a Warrant of Arrest against Vencotoma Widow, he believes about a Ballance due on the Purchase of a House from Tellesinga Deceased the said Comrapah being his Executor.

To the third Interrogatory this Deponent saith that he was present when Orgunta Rangapah offer'd to pay to Comrapah on the above mentioned account ten Pagodas and tender'd the money saying that they had a great deal to offer and sett forth relateing to these affairs which should be settled hereafter but in order to release the woman he bid him take the ten Pagodas, but Comrapah refused to accept on Mr. Forbes's advice he told him he would recover for him the whole Principall and Interest so the Woman on his refusall gave Bail and went away.

To the last Interrogatory this Deponent saith that he knoweth not nor cannot set forth any other matter for the Defendants benefitt.

CANACA.

MAYORS COURT OF MADRASSPATNAM.

Present

HOLLAND GODDARD ESQᴿ. MAYOR,
THOMAS APPELBY, EDWARD MICHELL
& EDWARD FOWKE, ALDERMEN.

Tuesday the 11th day of May Anno Domini 1736 Between Orgunde Ramanapah of Fort St. George Merchant Complainant and Comrapah of the same place Merchant Defendant.

This Cause comeing on this day to be heard and debated before this Court in presence of the Attorneys on both sides on hearing the proofs taken in this Cause and also Translate of one Cadjan Note or Assignment under the hand of Tellesinga dated the 17th September Anno Domini 1723 And also Translate of One Other Cadjan Note or Agreement under the hand of Juggo dated the said 17th September 1723 and also Translate of one Cadjan Bond under the hand of Mundalo Vencatashia dated the 17th February 1722–3 And what was alledged on both sides and upon Examination had of the matters in this Cause and due Consideration thereon, this Court doth therefore think fitt to Order

and Decree and doth accordingly Order and Decree that the Plaintiff Orgunde Ramanapah do pay unto the Defendant the summ of eleven Pagodas Nine fanams On doing which it's further Ordered that the Defendant do sign and execute to the Plaintiff a Bill of Sale of the House in Dispute and that each party do pay their own Costs. Pags. 11. £st. 4 : 8.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Avadana Papaya Merchant of Madrass That Your Orator and Monsr. Symon Merchant now being and resideing in Madras having had divers and sundry dealings together they on or about the 5th day of May 1735 settled all accounts between them when there appeared justly due and Oweing to Your Orator the summ of Nine Hundred and Fifty Three Dollars and seventy six Pagodas and an half for secureing the repayment whereof he the said Monsr. Symon did make and give to Your Orator one Note under his hand bearing date the said 5th day of May 1735 thereby acknowledging himself to be indebted to Your Orator the said Moneys which he promised to pay to Your Orator with Interest after the rate of eight per cent per annum on demand And Your Orator shews that he the said Monsr. Symon by one other Note under his hand bearing date the said fifth day of May acknowledged to have received of Your Orator a parcell of Chintz to the value or amount of four hundred and forty five Pagodas and an half which was to be as an adventure for the proper account of Your Orator in his the said Monsr. Symons then voyage to Manhila for which Your Orator was to pay him after the rate of five per cent as by the said two Notes now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews that the said Monsr. Symon being returned from the said voyage Your Orator well hoped that he the said Monsr. Symon would not only have paid the moneys due to Your Orator by vertue of the said first note but also have given Your Orator an account of the Sale of the said Chintz and paid Your Orator the produce thereof But now so it is May it please this Honourable Court that he the said Monsr. Simon refuses to give Your Orator any Satisfaction in the Premises. APRIL 6TH. 1736.

GRANTH^{M}. BIRD.
Att^{y}. for the Compl^{t}.

The Answer of Simon Bontet Defendant to the Bill of Complaint of Avadana Papaya Complainant. Sworn before me MAY 1, 1736.

This Defendant saveing and reserveing to himself now and at all times hereafter all and all manner of Benefitt and Advantage of Exception to the Errors and Imperfections of the said Bill Contained for Answer thereinto or unto so much thereof as this Defendant is advised to make answer into he this Defendant doth answer and says he admits it to be true that he the said Defendant and this Complainant had divers and sundry dealings together and that he this Defendant did sign a promissory Note there by obligeing himself to pay to the Complainant Nine Hundred and Fifty Three Spanish Dollars and seventy six Pagodas and Interest thereon as set forth in the Bill of Complaint and this Defendant also says that he admits it to be true that he received of the Complainant a parcell of Chintz to the value or amount of four hundred and forty five pagodas and a half to be disposed of at Manhila for the Complainants Account and this Defendant did give a Receipt therefor But he this Defendant was to have for selling the said Goods five per cent Commission as also freight and other Charges as should happen to be paid on sale of the

Chintz so Consigned to this Defendant. This Defendant further sheweth he was obliged to leave the Chintz at Manhila as also a very considerable Cargo of his own with orders to his Attorney there to dispose of the same when a suitable Opportunity should offer and this Defendant well hoped he should have had the return of the Goods by the last Shipping but this Defendant has not got the least remittance from that place as will appear by Letters and Accounts ready to be produced as this Honourable Court shall direct. Therefore this Defendant humbly begs of this Honourable Court he may be allowed to go to Manhila to settle Accounts with his Attorney there, in order to pay and satisfye the Complainant as also all his other Creditors here to whom he owes all which matter and things this Defendant is ready to averr Maintain and prove as this Honourable Court shall direct or award and humbly Prays to be hence Dismissed with his reasonable Costs in this behalf most wrongfully sustained.

David Forbes.
Att^y. for the Dft.

Mayors Court of Madrasspatnam.

Tuesday the 11th day of May Anno Domini 1736 Between Avadana Papaya of Fort St. George Merchant Complainant and Monsr. Symon of the same place Mariner Defendant.

Sph. Dollars 953 & ps. 76 : 18. This Cause coming on this day to be heard and debated before this Court in presence of the Attorneys on both sides On hearing the Bill and answer and also Translate of one Bond under the hand of the Defendant dated the 5th day of May Anno Domini 1735 for secureing the repayment of the summ of Spanish Dollars nine hundred and fifty three and Pagodas seventy six and eighteen fanams and Interest read and what was alledged on either side and upon Examination had of the matters in this Cause and due Consideration thereupon This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plaintiff the summ of nine hundred fifty three Spanish Dollars and also the further summ of seventy six pagodas eighteen fanams being the Principall summ due on the aforementioned Bond together with such Interest as now is or may hereafter be due thereupon after the rate of eight per cent per annum untill full payment be made and that the Defendant do pay the Costs of Suite.

John Stratton,
Register.

To the Honourable Mayors Court of Madrasspatnam.

May 11th. 1736. Humbly Complaining Sheweth unto this Honourable Court Your Orator Bugeram Vengana Merchant of Madrass That Permaul Merchant now being and resideing in Madrass having occasion for a summ of Money applyed himself to Your Orator for the Loan thereof whereupon Your Orator did advance and lend unto the said Permaul the summ of forty eight pagodas and twelve fanams Current of Madrass which in Sterling money of Great Britain after the rate of eight shillings per pagoda amounts unto the summ of nineteen pounds ten shillings or thereabouts for secureing [payment] whereof the said Permaul did make and give unto Your Orator one Note or Writeing under his hand bearing date the second day of June Anno Domini 1733 Thereby acknowledging to have borrowed and received of Your Orator the said summ of Forty eight Pagodas twelve fanams which he thereby promised to pay on Demand

with the Interest after the rate of eight per cent per annum as by the said Note or Writeing now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear And Your Orator Shews that he has frequently applyed unto the said Permaul requesting him to pay the Principal and Interest due on the said Note But now so it is May it please this Honourable Court that the said Permaul refuses to give Your Orator any Satisfaction in the Premises.

GRANTH^M^. BIRD,
Att^y^. for the Compl^t^.

MAYORS COURT OF
MADRASSPATNAM.

Present

HOLLAND GODDARD ESQ^R^., MAYOR,
THOMAS APPELBY AND EDWARD
MICHELL, ALDERMEN.

Tuesday the 18th day of May Anno Domini 1736 Between Bugeram Vengana of Fort St. George Merchant Complainant and Permaul of the same place Merchant Defendant.

Upon reading the Plantiffs Petition and also Translate of one Cadjan Bond or Writeing under the hand of the Denfend^t^. dated the second day of June Anno Domini 1733 for Secureing the repayment of the summ of Pagodas forty eight twelve fanams and Interest and the Defendant appearing in Court and acknowledging the Execution of said Bond and the Justness of the Plantiffs Demand This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plantiff the summ of forty eight Pagodas twelve fanams being the Principal Money due on the aforementioned Bond together with such Interest as now is or may hereafter be due thereupon after the rate of eight per cent per annum untill full payment be made and that the Defendant do pay the Costs of Suite. Pags. 48–12 £ 19-6 8.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF
MADRASSPATNAM.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Goolaroo Irsapah son of Wallaboo late Merchant of Madrass Deceased That Piladee Chittee Somadru Merchant now being and resideing in Madras having occasion for a summ of money applyed himself unto Your Orators said father for the Loan thereof whereupon Your Orators said father did advance and lend unto the said Piladee Chittee Somadru the summ of thirty two Pagodas and thirty fanams Current of Madras which in sterling money of Great Britain after the rate of eight shillings per Pagoda amounts unto the summ of thirteen pounds two shillings or thereabouts for secureing the repayment thereof the said Pilade Chittee Somadru did make and give unto Your Orators said father One Cadjan Note or Writeing under his hand bearing date on or about the thirteenth day of May 1718 Thereby acknowledging to have borrowed and received of Your Orators said Father the said summ of thirty two Pagodas and thirty fanams which he promised to pay with Interest on Demand as by the said Cadjan Note or Writeing and Translate thereof MAY 11TH. 1736.

now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear And Your Orator shews that his said father in his Life time and Your Orator since his Death often applied unto the said Pilade Chittee Somadru requesting him to pay the Principall money and Interest due on the said Note But now so it is May it please this Honourable Court That the said Pilade Chittee Somadru refuses to give Your Orator any Satisfaction in the Premises.

GRANTHM. BIRD,
Atty. for the Complainant.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 18th day of May Anno Domini 1736 Between Goolaroo Irsapah of Fort St. George Merchant Complainant and Pilade Chittee Somadru of the same place Merchant Defendant.

Pags. 32 : 30. £st. 13. 2. 8. Upon Reading the Plaintiffs Petition and also Translate of one Cadjan Bond under the hand of the Defendant dated the 13th day of May Anno Domini 1718 for secureing the repayment of the summ of Pagodas thirty two and thirty fanams and Interest and the Defendant appearing in Court and acknowledging the execution of said Bond and the Justness of the Plaintiffs Demand This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plaintiff the summ of thirty two pagodas thirty fanams being the Principal money due on the aforementioned Bond together with such Interest as now is or may hereafter be due thereupon after the rate of eight per cent per annum untill full payment be made and that the Defendant do pay the Costs of Suite.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

MAY 11TH 1736. Humbly Complaining Sheweth unto this Honourable Court Your Orator Trepassoor China Moota Chittee of Madras Merchant That Hassan Sarang now being and resideing in the same place having occasion for a summ of money apply'd himself to Your Orator for the Loan thereof Whereupon Your Orator did advance and lend to the said Hassan the summ of Pagodas fifty eight For Secureing the repayment thereof he did give to Your Orator a Certain Cadjan or Writeing bearing date on or about the twenty second day of January last past thereby promising repayment of the same at a certain time therein limitted and since expired as appears by the said Cadjan now in Your Orator's Custody and ready to be produced as this Honourable Court shall direct and to which Your Orator for greater certainty begs leave to be referred will more fully appear Your Orator also further shews he has often times in a most friendly manner requested payment thereof But now so it is may it please this Honourable Court the said Hassan has postponed Your Orator from time to time and now absolutely refuses to satisfye the same.

HENRY WADDINGTON,
Atty. for the Complainant.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 18th day of May Anno Domini 1736 Between Trepassoor China Moota Chittee of Fort St. George Merchant Complainant and Hassan of the same place Mariner Defendant.

Pags. 58. £st. 23 : 4.

Upon reading the Plantiffs Petition and also Translate of one Cadjan Bond under the hand of the Defendant dated the 22d day of January Anno Domini 1735 for secureing the repayment of the summ of pagodas fifty eight and Interest and the Defendant appearing in Court and acknowledging the Execution of the said Bond and the Justness of the Plantiffs Demand This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plaintiff the summ of fifty eight pagodas being the Principal money due on the aforementioned Bond together with such Interest as now is or may hereafter be due thereupon after the rate of eight per cent per annum untill full payment be made and that the Defendant do pay the Costs of Suite.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT AT MADRASSPATNAM.

APRIL 20TH 1736.

Humbly Complaining Sheweth to this Honourable Court Your Orator Savana Conicoply of Madrass That Manatha and Mootapilla Bakers and now being and resideing in Madras having occasion for a summ of money requesting the Loan thereof whereupon Your Orator did advance and lend to the said Manatha and Mootapilla the summ of Pagodas thirty nine three fanams forty four Cash Current of Madrass which is in sterling money of Great Britain allowing eight shillings per pagoda the summ of fifteen pounds twelve shillings or thereabouts and for secureing the repayment of the said summ the said Manatha and Mootapilla did make and sign to Your Orator one Cadjan Note or Writeing bearing date the first day of October which was in the year of Our Lord One Thousand Seven Hundred and thirty five thereby obligeing themselves joyntly or severally to pay the aforesaid summ on Demand with Interest after the rate of ten per cent per annum which will more fully appear by the original Cadjan and Translate thereof now in Your Orators Custody and ready to be produced as this Honourable Court shall direct And Your Orator shews he has very often demanded the said summ in a friendly manner of the said Manatha and Mootapilla but hitherto without Effect.

DAVID FORBES,
Atty. for the Complt.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 18th day of May Anno Domini 1736 Between Sarravana of Fort St. George Merchant Complainant and Manatha and Mootapilla of the same place Merchants Defendants.

Pags. 39 : 3 : 44. £st. 15 : 12 : 4¼.

Upon reading the Plantiffs Petition and also Translate of one Cadjan Bond under the hands of the Defendants dated the 1st day of October A.D. 1735 and the Defendant Manatha appearing in Court and acknowledging the Execution of said Bond and the Justness of the Plaintiffs Demand This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plantiff the summ of thirty nine pagodas three fanams forty four Cash being the Principal money due on said

Bond with Interest after the rate of eight per cent per annum from the date thereof untill full payment shall be made of the same together with his Costs of Suite.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT AT MADRASSPATNAM.

APRIL 13TH, 1736. Humbly Complaining Sheweth to this Honourable Court Your Orator Henry Crawford of Fort St. George Merchant and Attorney for Captain John Edge of Bengall That Moosa Vencateeputtee Noquedah now being and resideing in Madras did by a Writeing under his hand and Deal bearing date the seventh day of June Anno Domini 1733 oblig'd himself to deliver to the said John Edge or his Order four Months after date thirty four Bahars, four Coppins, Seven Viss, one Potee and half of Tin Junaloan which as per the original agreement now in Your Orators Custody will more fully appear And there now remains of the Ballance of the said Note undeliver'd twenty four Bahars and five eighths, which at four hundred ninety six pounds per Bahar amounts to twenty four Candy eight Maunds and fourteen pounds at thirty three pagodas per Candy, amounts to Pagodas eight hundred and six, four fanams and thirty seven Cash, which is in sterling money allowing eight shillings per pagoda the summ of three hundred twenty two pounds or thereabouts And Your Orator shews that the said Captain John Edge as also Your Orator has frequently demanded the Ballance of the aforesaid Note but without the least Effect. And Your Orator also shews that the said Moosa Vencateputtee bought a Bond of the said Captain John Edge due by Olenyott late Governor of Tocopah for which he was to pay to the said Captain John Edge or his Order ten bahar and a half of Tin at the weight and price aforesaid which amounts to Pagodas Three hundred forty three, twenty six fanams seventeen Cash Current of Madrass which is in sterling money of Great Britain allowing eight shillings per pagoda the summ of one hundred and thirty eight pounds eleven shillings or thereabouts which the said Captain John Edge as also Your Orator has frequently demanded of the said Moosa Vencateeputtee in a friendly manner But now so it is may it please this Honourable Court the said Moosa Vencateeputtee absolutely refuses to pay the Ballance of his said Note, or to pay the value agreed on for the Debt assigned him as aforesaid.

DAVID FORBES,
Att. for the Compl^t.

Jur. in Cur. MAY 4 1736.

The Answer of Moosa Vencateeputtee Merchant of Madrass Defendant to the Bill of Complaint of Henry Crawford of the same place Merchant Complainant.

This Defendant saving and reserving unto himself now and at all times hereafter all and all manner of Benefitt and Advantage of Exceptions to the Errors and Imperfections in the said Bill Contained for answer thereunto or unto so much thereof as this Defendant is advised doth materially concern him to make answer unto This Defendant saith that he admits it to be true that he did sign and Execute such Note of the tenour and date as in the Com[p]lainants said Bill is particularly sett forth And that there remains undelivered twenty four Bahars and five eighths of Tin part of a greater quantity heretofore delivered to the order of Captain John Edge. But this Defendant denys he ever refused to deliver the same to or to the order of the said Captain John Edge or that the said Captain John Edge or any other person for his Account ever demanded the said Tin to be delivered by this Defendant Orherwise then that

the said Captain John Edge sometime since sent a Vessell to Junkeceloan to take in the then remaining quantity of the said Tin being twenty seven Bahars and two Cossins But the Master of the said Vessell refused to take in more than two Bahars and three Cossins fearing as he alledged some Enemys that were then on the said Coast And this Defendant saith that he never did refuse the Delivery thereof and always was and now is ready and willing to deliver the same at Junkceloan where the same and a much greater quantity thereof now lyes And this Defendant denys that he bought a Bond of the said Captain John Edge due from Oleniote late Governor of Tocopa for which this Defendant was to pay to the said Cap[t]ain John Edge or his order ten Bahars and a half of Tin But this Defendant admits that the said Captain John Edge desired this Defendant to act as his Attorney in Endeavouring to receive the said ten Bahars and a half of Tin for him which this Defendant has not been able to do But is ready and willing to deliver up the said Bond to or to the order of the said Captain John Edge And this Defendant denys that the said Captain John Edge or any other person ever Demanded the same of this Defendant otherwise than by this Suite which this Defendant is well assured would not have been commenced had the said Captain John Edge been here present. All which matter and things this Defendant is ready to averr Maintain and prove as this Honourable Court shall award and humbly prays to be hence Dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

GRANTH[M]. BIRD,
Att. for the Defendant.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 18th day of May Anno Domini 1736 Between Henry Crawford of Fort St. George Merchant Complainant and Moosa Vencatteeputtee of the same place Merchant Defendant.

This Cause coming on this day to be heard and Debated before this Court in presence of the Parties and their Attorneys on both sides On hearing the Bill and Answer and also one Note or Obligation under the hand of the Defendant dated the 7th day of June Anno Domini 1733 for secureing the Delivery of thirty four Bahars, four Cossins, Seven Viss, One Potee and half of Tin (Junk Ceylon Weight) to or to the order of Captain John Edge read and what was alledged on either side and upon Examination had of the matter in this Cause and due Consideration thereon And it appearing by the Plantiffs Bill of Complaint that he had received 10 Bahars and nine pounds of Tin part of the said thirty four Bahars four Cossins, seven Viss One Potee and half in the said Obligation mentioned This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do bring on his ship now bound to Junk Ceylon to return the ensueing season Twenty four Bahars and five eights of Tin to be delivered the Plantiff and in default of said ships return or other Impediments then on some other good Vessell bound from said place to this Port Next Season and its further ordered that if the Defendant do recover from the King of Tuccapa the Tin said to be due from him to Captain John Edge that he do the like by that also Either by bringing the same on his Vessell or sending it by another. And that in case of Non payment or delivery of said Tin by the King of Tuccapah That he do bring or send the Contract in the said Bill mentioned in order that the same may be delivered up to or to the order of the said Captain John Edge And that the Defendant do give sufficient security for the due performance of this Decree and that each party do pay their own Costs. Bahars Tin 24 .5/8

PER

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

June 5th. 1736. Humbly Complaining Sheweth unto this Honourable Court Your Orator Thomas Egan of Madras Mariner That Charles Christian of the same place Mariner by a certain Bond or Writing under his hand bearing date in Fort St. George the eighth day of October Anno Domini 1735 acknowledged to have taken up and received of Your Orator the summ of Seven Hundred and forty two Pagodas in Gold Current of Madras which summ was to run at Respondentia on the Bottom of the ship Fort St. George from hence to Persia at the rate of eighteen per cent Respondentia in all amounting to the summ of eight hundred and seventy five Pagodas twenty fanams which summ he thereby obliged himself his Heirs and Executors within twenty one days after arrivall of said ship at the port of Madras As by the said Bond or Writing now in Your Orators Custody ready to be produced as this Honourable Court shall Direct will appear And Your Orator Shews that the said ship is since arrived at this Port from the said voyage in safety whereby the said moneys mentioned in and to grow due by Vertue of the said bond or Writing is become payable And Your Orator further shews that he hath taken since off the hands of the said Charles Christian several goods and Merchandize which Your Orator hath given him Creditt for in his Account which hath reduced Your Orators demand unto the summ of five hundred and fifty eight Pagodas and twenty nine fanams which in sterling money of Great Britain after the rate of eight shillings per Pagoda amounts unto the summ of two hundred and twenty three pounds ten shillings or thereabouts which said money Your Orator hath frequently requested the said Charles Christian to pay and Discharge But now so it is May it please this Honouable Court That the said Charles Christian refuses to give Your Orator any Satisfaction in the Premisses.

MAYORS COURT OF MADRASSPATNAM.

Present

HOLLAND GODDARD ESQ^{R}., MAYOR,
THOMAS APPELBY, EDWARD MICHELL
& EDWARD FOWKE, ALDERMEN.

Saturday the 5th day of June Anno Domini 1736 Between Thomas Egan of Fort St. George Mariner Complainant and Charles Christian of the same place Mariner Defendant.

Pags. 258 : 29 £st. 103. 12 6. Upon Reading the Plaintiffs Petition and also one Bond of Respondentia under the Hand of the Defendant dated the eighth day of October Anno Domini 1735 for secureing the repayment of the summ of seven hundred and forty two Pag^{s}. with the Premium of eighteen per cent payable twenty one days after the safe arrivall of the ship Fort St. George in this Road of Madras And the Plaintiff appearing in Court and admitting to have received the summ of Pagodas six hundred and one thirty three fanams in part of the Principall and Respondentia due thereon and the Defendant appearing in Court and acknowledging the Execution of said Bond and the Justness of the Plaintiffs demand This Court doth therefore think fitt to order and decree and Doth accordingly order and decree That the Defendant do pay unto the Plaintiff the summ of two hundred fifty eight pagodas twenty nine fanams being the Ballance remaining due to the Plaintiff on the aforementioned Bond at Respondentia with

Interest after the rate of eight per cent per annum on said summ from the date hereof untill full payment be made and that the Defendant do pay the Costs of Suite.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

The Humble Petition of John Goulding Merchant of Madrass.

Sheweth—

That Your Petitioner lett unto Henry Waddington late of Fort St. George a Certain Dwelling House with its Appurtenances Scituate in the said Fort at the rate of Ten Pagodas per Month In which House the said Henry Waddington lived for the space of three Months but a few days before the said time Expired he the said Henry Waddington left his said Dwelling House and still absconds in parts unknown to Your Petitioner whereupon Your Petitioner caused proper Notice to be affixed at the door of the said House for the said Henry Waddingtons quitting the same in order for another Tenant But the said Henry Waddington continueing to abscond Your Petitioner therefore humbly prays this Honourable Court That he may be at Liberty to Sell and Dispose of the Goods in the said House belonging to the said Henry Waddington or so much thereof as may be sufficient to pay the rent due to Your Petitioner returning the overplus (if any be) into this Honourable Court to abide such order as shall hereafter be made Concerning the same. And Your Petitioner shall ever pray &c.

GRANTHM. BIRD.

MAYORS COURT OF
MADRASPATNAM.

EX PARTE JOHN GOULDING.

SATURDAY THE 5TH DAY OF JUNE A.D. 1736.

Upon the Humble Petition of the said John Goulding this day preferred to this Court setting forth that he lett to Henry W[a]ddington late of Fort St. George a certain Dwelling House with its appurtenences scituated in the said Fort at the rate of ten Pagodas per Month In which House the said Henry Waddington lived for the space of three Months and further that the said Henry Waddington having left his said Dwelling he had caused proper Notice to be affixed at the door of the said house for the said Henry Waddingtons quitting the same in order for another Tenant But the said Henry Waddington still continueing to abscond in parts unknown prayed that he might be at Liberty to sell and dispose of the Goods in the said house belonging to the said Henry Waddington or so much thereof as might be sufficient to pay the rent due to him returning the Overplus (if any be) into the Cash of this Court and Pags. 30
upon Examination had of the Premises this Court doth therefore think fitt to £12.
order and decree and doth accordingly Order and Decree that the said John Goulding do make sale of the said Henry Waddingtons Goods in his said House at Publick Outcry and out of the product thereof he do deduct the summ of Pagodas thirty being for three Months House Rent due to him from the said Henry Waddington as aforesaid together with all such charges which he shall be put to on this Account And its further Ordered That if a Surplus should remain after payment of the said rent and Charges That he do pay such surplus money into the Cash of this Court In order that the same may be divided among such Creditors of the said Henry Waddington as shall appear Lawfully Entituled thereto.

PER CUR.

JOHN STRATTON,
Register.

To the Honourable the Mayors Court at Madraspatnam.

April 20th. 1736. Humbly Complaining Sheweth to this Honourable Court Your Orator Lieutenant Peter Eckman That Gasper Teixara late of Madrass and now Deceased having occasion for a summ of money applyed himself to Your Orator requesting the Loan thereof whereupon Your Orator did advance and lend to the said Gasper Teixara the summ of Pagodas forty three Current of Madrass which is in sterling money of Great Britain allowing eight shillings per pagoda the summ of seventeen pounds four shillings or thereabouts for securing repayment of the said money the said Gasper Teixara together with his wife Gracia De Monte and his daughter Clara Teixara De Monte did make and sign a Mortgage Bond of their House promising that the said moneys should be repaid within fourteen Months after the date of the said Note with Interest after the rate of eight per cent per annum as also left in Your Orators hands there House Bill the Mortgage Bond bearing date the twenty fifth day of July 1735 which House Bill Mortgage Bond and Translate are now in Your Orators Custody and ready to be produced as this Honourable Court shall direct But now so it i[s] May it please this Honourable Court the said Gasper Teixara haveing since departed this Life before the aforesaid money and Interest became due and he haveing left but very few Effects except the House aforesaid Mortgaged to Your Orator he Your Orator has applyed himself in a friendly manner to the said Gracia De Monte Widow of the said Teixara Gásper and Clara Teixara his Daughter now being and resideing in Madras requesting [them] to pay the said Bond and Interest thereon or to find sufficient Bail to pay the same when the Mortgage Bond should fall due but hitherto they have refused.

David Forbes,
Att. for the Compl^t.

Mayors Court of Madraspatnam.

Present

Holland Goddard Esqr., Mayor,
Thomas Appelby and Edward Fowke, Aldermen.

Tuesday the 8th day of June Anno Domini 1736 Between Peter Eckman of Fort St. George Gent. Complainant and Gracia Da Montee and Clara Texeira of the same place Defendants.

Upon reading the Plantiffs Petition and also Translate of one Bond or Deed of Assignment under the hand of the Defendants dated the 25th day of July Anno Domini 1735 and the Defendants having been severall times summoned to appear to answer said Bill but willfully and obstinately refusing so to do, and the Plantiff appearing in Court and makeing Oath to the truth of his Debt to the Satisfaction of the Court This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendants do pay unto the Plantiff the summ of forty three pagodas being the Principal money due on the aforementioned Deed of Assignment together with such Interest as now is or may hereafter be due thereupon after the rate of eight per cent per annum untill full payment be made and in default thereof on or before the Expiration of 14 days That the Mortgaged premisses be sold and the money ariseing by such sale paid to the Plantiff in and towards the discharge of the Principal and Interest due aforesaid together with his Costs of Suite.

Pags. 43. £17. 4s.

Per Cur.

John Stratton,
Register.

To the Honourable the Mayors Court of Madrasspatnam.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Sucramonia Shroff of Madrass That Joan Ferreira Da Silva Merchant now being and resideing in Madrass having occasion for a summ of money applyed himself to Your Orator for the Loan thereof whereupon Your Orator did advance and lend unto the said Joan Ferreira Da Silva the summ of ninety five pagodas Current of Madrass which in sterling money of Great Britain after the rate of eight shillings per pagoda amounts unto the summ of thirty eight pounds for securing the repayment whereof the said Joan Ferreira Da Silva did make and give to Your Orator one Note or Writing under his hand bearing date on or about the twentieth day of November 1734 Thereby acknowledging to have borrowed and received of Your Orator the said summ of ninety eight Pagodas which he thereby promised to pay with Interest on Demand And he the said Joan Ferreira Da Silva by one other Note or Writing under his hand bearing date the said twentieth day of November 1734 did thereby acknowledge himself to be further indebted in the summ of twenty two Pagodas and fourteen fanams for Interest on Accounts depending between them as by the said two Notes or Writeings now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews that he has frequently applyed unto the said Joan Ferreira Da Silva requesting him to pay the Principal and Interest due on the said Notes But now so it is May it please this Honourable Court That the said Joan Ferreira Da Silva refuses to give Your Orator any Satisfaction in the Premisses.

May 11th. 1936.

Granthm. Bird,
Att. for the Complt.

The Answer of Joan Ferreira Da Silva Merchant of Madras Defendant, to the Bill of Complaint of Sucramonia of the same place Shroff Complt.

Jur. in Cur. June 8th. 1736.

This Defendant saving and reserving to himself now and at all times hereafter all and all manner of Benefitt and Advantage of Exception to the Errors and Imperfections in the said Bill Contained for answer thereto or unto so much as this Defendant is advised doth materially concern him to make answer unto, He answereth and saith that he admits that he stands indebted to the Complainant in the summ of Pagodas Ninety five set forth in the Complainants Bill of Complaint, this Defendant also admits that he stands further indebted to the Complainant in the summ of Pagodas twenty two and fourteen fanams for Interest on account of former dealings betwixt them and settled on or about the twentieth day of November 1734 at which time at the request and by the consent of the Complainant this Defendant did give a Note under his hand in favour of the Complainant thereby acknowledging to be indebted to the Complainant in the summ of Pagodas ninety five aforesaid, and by the said Note he the Defendant promised to repay the said money the first opportunity he could and was able and This Defendant absolutely denys that by the aforesaid Note he promised to repay the said money on demand as the Complainant falsely alledges in his Bill of Complaint the Contrary whereof will evidently appear by comparing the said original Note with the Translate thereof And this Defendant farther saith that some time before the granting the said Note there had been divers and sundry transactions betwixt the Complaint. and this Defendant and the Complainant understanding that this Defendant was very poor and reduced in his Circumstances he the Complainant sent one Adeapah Chittee and one Lorenso Pereira to this Defendant requesting him to allow the Joys to be sold and that the produce

of them might be applyed to pay off what he stood indebted to the Complainant and what over Ballance remain'd due he the Complainant was content to take a Note from this Defendant that he should pay the same when he was able, to which proposal this Defendant agreed to, but reserved some Joys for his Wife's daily use, vizt. One Gold Cross, four Gold Enameld Craws for the Ears set with four Diamonds, and a pair of Coral Bracelets containing twenty two large beads to the value of Twenty seven Pagodas or thereabouts which the Complainant promised to return to this Defendant on which the Joys were apprized by the Complainant and this Defendant got Credit for the same in part of the money that was due by him to the Complainant and then the Complainant and this Defendant settled Accounts and this Defendant gave the aforesaid Notes for the Ballance then due, Excluding the Joys aforesaid (which the Complainant promised to deliver but has not done to this day although they have been very often demanded seeing he had no right or Title to detain them) and by Agreement the two aforesaid Notes were granted of the Tenour before set forth and no otherwise. And this Defendant further saith that one Andepah Chitty who witnessed the Bonds did read the same and Explained them to the Complainant in Malabars according to the true sence and meaning therein Expressed to which the Complainant was very well satisfied as he had made the Price himself on this Defendants Joys as aforesaid. But it is further very well known that there is no Malabar or other Native here that receives a Note from any person in any other Language than their own but they shew it as they term it to know if it be right, Notwithstanding now the Complainant alledges he knew not the meaning of the said Bonds and now after so long a time having got a new light has Maliciously filled his Bill of Complainant in this Honourable Court and this Defendant denys that there was any demand made of the money contained in the said Notes untill the Bill aforesaid was filled. All which matter and things this Defendant is ready to averr, Maintain and prove as this Honourable Court shall direct and humbly prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully sustained, seeing it has not been in his power to better his Circumstances since the said Notes were granted not having any money to trade and also not being able to go to Sea to gain a Livelyhood.

DAVID FORBES,
Att. for the Defendant.

MAYORS COURT OF
MADRASPATNAM.

Present

HOLLAND GODDARD ESQR., MAYOR,
THOMAS APPELBY, EDWARD MICHELL
& EDWARD FOWKE, ALDERMEN.

Fryday the 18th day of June A.D. 1736
Between Sacramonia of Fort St. George Shroff Complainant and Joan Ferreira Da Silva of the same place Merchant Defendant.

This Cause Comeing on this day to be heard and debated before this Court in presence of the Parties and their Attorneys on both sides On hearing the Bill and Answer and also Translate of two Notes under the hand of the Defendant dated severally the twentieth day of November Anno Domini 1734 for secureing the repayment of the Summ of Pagodas Ninety five and Interest and Pagodas twenty two fourteen fanams for Interest then due on an Account made up between them read and what was alledged on either side

and upon Examination had of the matters in this Cause and due Consideration thereon this Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Joys belonging to the Defendant in the hands of the Plaintiff be sold and the money arising by such sale paid to the Plantiff in and towards the Discharge of the Principall and Interest due on the aforementioned Bonds or Notes of hand and its further ordered That if the said Joys should not produce sufficient to satisfye the Plaintiffs demands That do stay payment for the Ballance untill such time as the Defendant shall appear to be better able to discharge it The same being agreeable to the purport of the first recited Note of hand and that the Defendant do pay the Costs of Suite.

Pag .1 : 17: 14.
£st. 46 : 19.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

APRIL 13TH 1736.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Permaul Moodelare and Ramah Chundru Merchants of Madrass Trustees and Executors of Pencala Kistna late Merchant of Madrass Deceased That Mangaloora Bouche Paupa Merchant now being and resideing in Madrass having occasion for a summ of money applyed himself unto the said Pencala Kistna who did advance and lend unto the said Mangaloora Bouche Paupa the summ of thirty six Pagodas Current of Madrass which in Sterling money of Great Britain after the rate of eight shillings per Pagoda amounts unto the summ of fourteen pounds eight shillings for secureing the repayment whereof he the said Mangaloora Bouche Paupa did make and give unto the said Pencala Kistna One Cadjan Note or Writeing under his hand bearing date on or about the twelfth day of February 1729 Thereby acknowledging to have borrowed and received of the said Pencala Kistna the said summ of thirty six Pagodas which he promised to pay with Interest on Demand As by the said Cadjan Note or Writeing and Translate thereof now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews That the said Pencala Kistna in his Life time and Your Orators since his decease frequently applyed unto the said Mangaloora Bouche Paupa requesting them [*sic*] to pay the Principall money and Interest due on the said Note But now so it is May it please this Honourable Court That the said Mangaloora Bouche Paupa refuses to give Your Orator any satisfaction in the Premises.

Pags. 36.
£st. 14 : 8.

GRANTH.[M] BIRD,
Att. for the Complainant.

MAYORS COURT OF MADRASSPATNAM.

Fryday the 18th day of June A.D. 1736 Between Permaul Maudelare and Ramah Chundru of Fort St. George Merchants and Executors to the Estate of Pencala Kistna Deceased Complainants and Mangaloora Bouche Paupa of the same place Merchant Defendant.

Upon reading the Plaintiffs Petition and also Translate of one Cadjan Bond under the hand of the Defendant dated the twelfth day of February Anno Domini 1729 for secureing the repayment of the summ of Pagodas thirty six and Interest and the Defendant appearing in Court and acknowledging the Execution of said Bond and the Justness of the Plaintiffs demand

This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree That the Defendant do pay unto the said Permaul Moodelare and Ramah Chundru Executors to the Estate of Pencala Kistna the summ of thirty six Pagodas being the Principall money due on the aforementioned Bond together with such Interest as now is or may hereafter be due thereupon after the rate of eight per cent per annum untill full payment be made and that the Defendant do pay the Costs of this Suit.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT AT MADRASSPATNAM.

JUNE 29TH. 1736. Humbly Complaining Sheweth to this Honourable Court Your Orator Tiruniniure Vencatachilum of Madras, That Sateana Tripoly Conicoply of and now being and resideing in Madras, having occasion for a summ of money applyed himself to Your Orator requesting the Loan thereof, where upon Your Orator did advance and Lend to the said Sateana Tripoly the summ of Pagodas one hundred which is in sterling money allowing eight shillings per Pagoda the summ of forty pounds for secureing the repayment of the said money the said Sateana Tripoly did make and give to Your Orator a Bond or Writeing bearing date the first day of October which was in the year of Our Lord One Thousand Seven Hundred and thirty three thereby promising to pay the said money within the thirtieth day of January after the date of the said Writeing with Interest after the rate of nine per cent per annum during the non payment thereof and for further secureing the repayment of the said money the said Sateana Tripoly did Mortgage in Your Orators hands nine Diamonds weighing six Maugelins and one diamond ring valued at one hundred and fifteen pagodas sealed with the Seal of Iravanah, which will fully appear to this Honourable Court by the Original Bond in Your Orators custody and ready to be produced as also the Translate thereof hereto annexed. And Your Orator shews he has frequently applyed himself in a friendly manner to the said Sateana Tripoly requesting him to repay the Principal Money contained in the Bond and Interest thereon, But now so it is May it please this Honourable Court the said Sateana Tripoly has postponed Your Orator from time to time with Triffling Excuses and now Absolutely refuses to perform his just Engagements.

DAVID FORBES,
Att. for the Complainant.

MAYORS COURT OF MADRASSPATNAM.

Present

HOLLAND GODDARD ESQR., MAYOR,
THOMAS APPELBY, EDWARD MICHELL
& EDWARD FOWKE, ALDERMEN.

Tuesday June the 29th Anno Domini 1736
Between Tiruninniure Vencatachillum of Fort St. George Merchant Complainant and Sateana Tripoly of the same place Merchant Defendant.

Upon Reading the Plantiffs Petition and Translate of one Deed of Assignment under the hand of the Defendant dated the first day of October One Thousand Seven Hundred Thirty Three for secureing the repayment of

the summm of Pags. One Hundred and Interest and the Defendant appearing in Court and acknowledging the Execution of said Bond of Security and the Plantiff admitting to have received Pagodas Twenty in part satisfaction of the Principal money Lent on said Bond This Court doth think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay to the Plantiff the summ of eighty pagodas being the Principal money remaining due on said Bond of security together with such Interest as now is or may hereafter be due thereupon after the rate of eight per cent per annum untill full payment be made And in default thereof on or before the Expiration of fourteen days that the Mortgaged Premises be sold and the money ariseing from such sale paid to the Plaintiff in and towards satisfaction of the Principal and Interest due as aforesaid And that the Defendant do pay the Costs of Suit. Pags. 80. £32.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASPATNAM.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Alapate Kistnomah Merchant of Madras That Moutou Vencatache and Coparte Verapah Merchants and now being and resideing in Madrass were concerned with Your Orator in tradeing and dealing as Merchants in Divers sorts of Goods and Commodities whereby they became indebted to Your Orator in a great sum of money And Your Orator shews that he not only put his entire trust and Confidence in them the said Moutou Vencatache and Coparte Verapah and depended upon their keeping just and true accounts relateing to their said dealing but Your Orator also trusted under their care a Chest wherein were severall summs of Money, as also Gold, Jewells and other things of great value which said Chest they keep and detain from Your Orator And Your Orator shews he is well Informed that they the said Moutou Vencatashe and Coparte Verapah have opened or caused the said Chest to be opened and taken thereout all the valuables things that were therein and which belonged to Your Orator And Your Orator shews that he has in a friendly manner demanded of the said Moutou Vencatashe and Coparte Verapah a just and fair account relateing to the said Trade That Your Orator might know what is his due concerning the same and demanded payment of the Ballance thereof and demanded the said Chest with the Moneys, Goods, and things that were therein But now so it is May it please this Honourable Court That Your Orator hath not been able to obtain any satisfaction for or concerning the Premises And they the said Moutou Vencatashe and Coparte Verapah absolutely refuse to pay Your Orator any moneys relateing to the said Tradeing or to deliver him the said Chest with the Moneys, Goods and things that were therein. SEPT. 6TH 1734.

GRANTHM. BIRD.
Att. for the Complainant.

A List of what was found in the Chest, also a true Incertion of what was therein before the same was opened by the Defendant Motoor Vencatash. vizt.

The Account of what was found in the said Chest on produceing the same before Holland Goddard Esqr. after the Defendant Absconded with it about 20 Months ago Refers to the Examiners Translate hereto annext.

Account of the Particulars not to be found in the Chest mentioned in the above List referr to the said annext Translate No. 2 and the following vizt.

	Pags.	fa.	ca.
A Silver Jewell for the Arm valued prime Cost ...	—	24	—
A Broken silver Ring for the wrist D^o^.	2	—	—
Silver bought of Vencatashia	2	—	—
Ditto small ps.	—	4	40
Two large coral beads w^t^. 4 Tecall	11	—	—
Two small silver arm jewells	—	6	—
One jewell of Pearl & Cloth for the top of the Ear ...	2	—	—
Fifteen small rubies of which there is now but ten, there was 15 in said Chest, The 5 that are wanting and the 10 therein are not the same as was in before the said Chest was broke open so the true value of the 15 is	18	—	—
An Emerald	8	—	—
A stone for a Ring	—	1	—
Account of the 2nd. List (there being 3 in the Chest before Opened) of what Contained therein as Joys, Jewells, &c. vizt. There being troubles at the same place where the Plaintiffs House was and family resided at Devee, The Plaintiff being at Madrass his son took all his Jewells Joys and came with them here, for fear of having the same taken as many other people had been serv'd and wrapt them up in a Cloth and put them in said Chest the Particulars of which set forth in the 2d. List. Intrinsick value.	850	—	—
Pags ...	893	35	40

	Pags.	fa.	ca.
Account of the 3d. List of what contained therein not to be found there part of which things are in the Chest mentioned in Translate Annext No. 3 and the remainder that ought to have been in it is as follows, vizt.			
Fifty pearls intrinsick value	45	—	—
One green stone for the little finger	11	—	—
Five rings different stones	28	—	—
One gold ring	3	—	—
Total of the 3 Lists	980	35	40
A diamond valued at Pag^s^. 60 and a large ruby at Pag^s^. 40 in the said Chest (no mention in any List) now not to be found therein	100	—	—
Pag^s^. ...	1080	35	40 [*sic*]

Severall Cadjan Notes Agreements &c. for Money due to the Plantiff set forth in Translate Annext No. 3 from several people, if the said Chest had not been run away with and broke open they might then have recovered the Moneys thereon due but now Cannot by reason of their (the Debtors) Misfortunes and present poverty Amounting to upwards 600 Pagodas which the Plaintiff hopes and Doubts not but the usuall Justice of this Court would take same in Consideration.

Account Particulars of the Jewels According to the List. Viz[t].
No. 1.

Silver rings for the Wrist 1 pair.
A Silver Girdle.
Earings 1 pair bought of Maurella.
One Ditto with Rubies.
A small gold pair.
A pair of Earrings with Rubies.
A Chinam Box with Tinn Carved.
Trevaddee fanams 5 bad ones.
One pair of Pearls, bad or false with no gold.
Ten small rubies.

What was not mentioned in the List Viz[t].
No. 2.

A Silver Jewell for the Arm.
A broken silver ring for the wrist.
Silver bought of Vencatashia 2 pag[s].
Ditto small ps. four & ½ fanams.
Two large Corrall beads w[t]. 4 Toolal.
Small silver arm Jewells 2.
One Jewell of pearl and Gold for the top of the Ear.
Rubies 15 small of which there is now but 10.
Emerald—one stone for a ring.

More things not mentioned or Written before Viz[t].
No. 3.

Strings 12 with 15 pearls upon them.
A Ring with a Ruby.
A pair of Ear Rings with an Image upon them.
A pair D[o]. with round Balls sett with Rubies.
A Brass Image of Kistna.
Tecall Balls 6 or Weights.
Brass Nails 8.
A Brass Ornament for a womans Hair called Coopae
Hinges Brass 1 pair—a Seal.
A ps. of stuff called Naumoo.
A ps. of Iron small—A flint.
Seeds of the flower Daumarah.
Some Tobacco, some Beetle Nutt and some silver—5 keys
A red stone for a Ring.
Another of Glass.
Snuff Boxes 2.
A Bundle of Green Beeds.
Purses joined 3 together.
A single purse.

Allam Garre Doodoos in a Purse.

Damask a ps. of 2 Covids.

Silk one Skein.

3 Small Pearls.

5 Bonds of Debt.

Agreement Bonds 5, 2 Agreement Bonds and 2 upon a single part of a Cadjan, 3 Bonds with the holes torn and a paper Bond.

A Bundle of Accounts.

A letter of Jointee Kistnamahs.

Nine Letters upon paper.

14 in Cadjan Rolls.

Acc[o]unts and Letters 5 Rolls.

Another Letter Roll.

A List of the Jewells.

All which was found in the Chest.

RALPH MANSELL,
Examiner.

MAYORS COURT OF
MADRASSPATNAM.

Present

HOLLOND GODDARD ESQR., MAYOR,
THOMAS APPELBY, EDWARD MICHELL
AND EDWARD FOWKE, ALDERMEN.

Tuesday the 4th day of May A.D. 1736 Between Alapootee Kistnama of Fort St. George Merchant Complainant and Matoor Vencatashia and Coopira Verapah of the same Place Merchants Defendants.

Pags. 1080 : 35 : 40.

Appealed to the President and Council.

Upon reading the Plantiffs Petition and Schedule it appeared that the same was filed in this Court the 6th day of September 1734 whereto the Defendants appeared and gave Bail for their Personall appearance the December following alledging that haveing then some Urgent Business in the Country they could not stay to make answer to said Bill of Complaint but would not fail returning by that time which the Court assented to. But notwithstanding such Indulgence the Defendants have not as yet appeared to answer said Bill thô severall Rules have been delivered their Relations and Friends for that Purpose, And it appearing by the Prayer of said Bill of Complaint that the same was for the Delivery of a Chest which the Plantiff had Entrusted to their care wherein was Severall Gold and Silver Joys or Jewells and other things of great value, and further setting forth that having good Reasons to believe the said Chest had been broken open by the Defendants and all the valuable things therein taken out Prayed a Generall relief. And whereas Severall Bonds and Obligations appear likewise to have Layn Dormant dureing this Suite and by the Plantiff charged to be Irrecoverable and the Court having good reason to believe by the long stay of the Defendants in the Country That they never intend to appear to make Answer to said Bill of Complaint And the Chest in Dispute having been brought into Court by the Defendants relations it plainly appeared that the same had been broken open

and upon Consideration had of the matters in Dispute This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree That the Defendants do pay unto the Plantiff the summ of One thousand and eighty Pagodas Thirty five fanams and Forty Cash being the value of the Severall Jewells charged by the Plantiff to have been taken out of the aforementioned Chest by the Defendants. And its further Ordered that the Bonds and Obligations charged by the Plantiff to be now Irrecoverable be dlivered up and that the Plantiff have releif hereafter when such Damages are better made appear to this Court and that the Defendants do pay the Costs of the Suite.

PER CUR.

JOHN STRATTON,
Register.

COURT OF APPEALS AT MADRASSPATNAM.

Between Matoor Vencatasha and Coperta Verapah of Fort St. George Merchants Appellants and Allapotee Kistnomah of said Place Merchant Respondent.

This Cause coming this day Fryday the 25th June 1736 to be heard and debated in the presence of the Appellants and their Attorney (the Respondent having been duly warned of the time for hearing) upon reading the Petition of appeal and Answer, as also the Petition and Schedule referred to in the Decree of the Honourable the Mayors Court and a Petition from Chitteram in behalf of the Appellants their Bail offered to the said Court but by them rejected, together with the Decree of the said Court given therein the 4th day of May last, this Court doth think fitt to sett aside the Decree of the said Mayors Court for the reasons following.

FIRST for that it is alledged in the said Decree that the Petition and Schedule were filed the 6th September 1734 whereas it appears on the face of the said Schedule that it was drawn up by one Henry Waddington and signed by him as attorney to the Complainant which said Henry Waddington did not arrive in Madrass till the month of May 1735 and consequently the said Schedule could not possibly be filed with the Bill in September 1734 as alledged in the said Decree.

SECONDLY for that the Defendants in the said Cause having been permitted by the then Mayor after giveing Bail to the Action to retire into the Country to follow their Affairs on promise of returning in a few Months their longer stay doth not seem to be a Contempt of such a nature as should induce the Court to give Sentence against them especially considering that they sent one of their relations to appear for them who was every way qualified to act (except in the single point of swearing to the answer) but was not permitted by the Court so to do, which said part of swearing to the answer doth not seem very necessary since the Bill was for the recovery of a Chest which he delivered into Court.

THIRDLY for that the annexing the Schedule to the Bill near a year after preferring the said Bill is making a new or an amended Bill in which case the first is of course withdrawn and consequently all proceedings thereon Dropt and a new Process ought to be commenced the Contrary of which appears to have been the case here.

FOURTHLY for that the Bill being preferred for the delivery of a Chest which Chest was by the person sent down by the Defendants delivered into Court the Purport of the Bill was complyed with.

FIFTHLY for that the Person appointed by the Defendants to deliver the said Chest having offered in behalf of the said Defendants to make appear by

severall Creditable Witnesses that the Chest was broke open by the consent and in presence of the Complainant and that the said Complainant did take out those Particulars which thô mentioned in the List were not found on opening the Chest in Court the said Court ought to have permitted the cause to go on in the usual form.

Sixthly for that the Schedule above mentioned is notoriously false many Articles being there alledged to be wanting in the said Chest which appear by the Certificate of the Examiner to have been found therein, Notwithstanding which the Court have given Judgement against the Defendant for the Value thereof.

Seventhly for that the said Court have given Judgement for the Amount of the Complainants Schedule without ever offering him his Oath to the truth thereof or putting him to any other kind of proof thereof though the said Schedule appears evidently to be false for the reasons given in the Preceding Paragraph.

For all which reasons this Court doth think fitt to Order and Decree and doth accordingly Order and Decree that the said Decree of the Honourable the Mayors Court be reversed and set aside, But, as it is so reversed only on account of the Errors and Irregularities therein Contained, that the Respondent may not thereby be deprived of any benefitts of his Suite, It is hereby further Ordered and Decreed that the Respondent be not disabled from re-commenceing his Suite in the Honourable the Mayors Court, And further that both Parties do pay their own Costs and Charges.

Per Cur.

Jn°. Savage,
Clerk of the Court of Appeals.

To the Honourable the Mayors Court at Madrasspatnam.

July 8th. 1736. Humbly Complaining Sheweth to this Honourable Court Your Orator Francis Mendes of Madrass Attorney for Padre Fray Joan De St. Alberto of St. Thomé, that Manapa Baker of and now being and resideing in Madrass haveing occasion for a summ of Money applyed himself to the said Padre Fray Joan De St. Alberto, requesting the Loan, whereupon he lent the said Manapa the summ of one hundred Pagodas Current of Madrass, which is in sterling money of Great Britain allowing eight shillings per Pagoda the summ of forty pounds, for secureing the repayment of such money then lent, the said Manapa did make and sign one Cadjan Note or Writeing bearing date the first day of September, which was in the year of Our Lord One Thousand Seven Hundred and Thirty three thereby obligeing himself to repay the said money on demand and Interest thereon after the rate of thirty fanams per month for each hundred Pagodas, which will fully appear by the Original Bond now in Your Orators Custody and ready to be produced, as this Honourable Court shall direct, and Translate thereof hereto annexed, And Your Orator shews that he has frequently applyed himself to the said Manapa requesting him to pay the Principal and Interest due on the said Bond, But now so it is May it please this Honourable Court the said Manapa absolutely refuses to fullfill his just Engagements.

David Forbes,
Att. for the Complainant.

MAYORS COURT OF
MADRASSPATNAM.

Present

HOLLOND GODDARD ESQR., MAYOR,
THOMAS APPELBY AND EDWARD MICHELL,
ALDERMEN.

Thursday the 8th day of July Anno Domini 1736 Between Francisco Mendes of Fort St. George Merchant and Attorney of Padre Fray Joan De St. Alberto Complainant and Manapa of the same place Baker Defendant.

Upon reading the Plantiffs Petition and also Translate of one Bond under the hand of the Defendant dated the 1st day of September A.D. 1733 for secureing the repayment of the summ of One Hundred Pagodas and Interest and the Defendant appearing in Court and acknowledging the Execution of said Bond and the Justness of the Plantiffs demand This Court doth therefore think fitt to Order and Decree and doth accordingly order and decree that the Defendant do pay unto the Plantiff the summ of one hundred Pagodas being the Principall money due on the aforesaid Bond together with such Interest as now is or may hereafter be due thereupon after the rate of eight per cent per annum untill full payment be made together with his Costs of Suite.

Pags. 100
£ 80

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT AT
MADRASSPATNAM.

JULY 6TH. 1734.

Humbly Complaining Sheweth to this Honourable Court Your Orator Permaul Moodelare Merchant of Madrass That Manada and Mootapilla Bakers of and now being and resideing in Madrass, Haveing occasion for a summ of money applyed themselves to Your Orator requesting the Loan thereof whereupon your Orator did advance and lend unto the said Manada and Mootapilla the summ of Pagodas One Hundred Current of Madrass which is in sterling money allowing eight shillings per Pagoda the summ of forty pounds for secureing the repayment of such money then lent, the said Manada and Mootapilla did make and give to Your Orator one Cadjan Note or Writeing under their hands bearing date the fourth day of August which was in the year of Our Lord One Thousand Seven Hundred and Thirty Three thereby Obligeing themselves Conjunctly or severally to repay the said money on demand with the Interest on the same after the rate of nine per cent per annum during the Non payment thereof which will appear by the Original Cadjan now in Your Orators Custody and ready to be produced as this Honourable Court shall direct, and Translate thereof hereto annexed, and Your Orator shews that he has divers and sundry times in a friendly manner demanded payment of the Principal money contained in the said Bond, and Interest thereon since the date thereof But now so it is May it please this Honourable Court the said Manada and Mootapilla do absolutely refuse to perform their just Engagements to Your Orator.

DAVID FORBES,
Att. for the Complainant.

MAYORS COURT OF MADRASSPATNAM.

Thursday the 15th day of July A.D. 1736 Between Permaul Moodelare of Fort St. George Merchant Complainant and Manada and Mootapilla of the same place Bakers Defendants.

Upon reading the Plantiffs Petition and also Translate of One Bond under the hands of the Defendants dated the fourth day of August Anno Domini 1733 for Secureing the repayment of the summ of Pagodas One Hundred and Interest and the Defendants appearing in Court and acknowledging the Execution of said Bond and the Justness of the Plaintiffs demand This
Pag.s 100 £ 80. Court doth therefore think fitt to Order and Decree and doth accordingly order and decree that the Defendants do pay unto the Plantiff the summ of One Hundred Pagodas being the Principal money due on the aforesaid Bond together with such Interest as now is or may hereafter be due thereupon after the rate of eight per cent per annum untill full payment made on that the Defendants do pay the Costs of Suite.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT AT MADRASSPATNAM.

JUNE 18TH. 1736. Humbly Complaining Sheweth to the Honourable Court Your Orator Charles Christian Mariner of Madrass That Henry Cleave Mariner late Commander of the ship Lyell by divers and sundry dealings and Transactions betwixt them stand indebted to Your Orator as by an Account Current hereto Annexed the summ of Pagodas Four thousand seven hundred and seven which is in sterling money of Great Britain allowing eight shillings per Pagoda the summ of One Thousand Forty six pounds as also Your Orator shews that his Attorney Mr. John Stratton Mercha[n]t of Fort St. George has paid in at two severall payments to the Hands of Messrs. Fenwicke Golightly and John Savage Merchants of Fort St. George as lawful Attorneys to the said Henry Cleave the summ of Pagodas four hundred fifty nine fifteen fanams and Thirty Nine Cash Current of Madrass which is in sterling money of Great Britain allowing eight shillings per Pagoda the summ of One Hundred and two pounds or thereabouts, Yet Notwithstanding whereof the said Messrs. Golightly and Savage haveing most wrongfully sued Your Orator in this Honourable Court for the ballance as they pretend of a Respondentia Bond, which they alledge is due by Your Orator to their Constituent Henry Cleave and do absolutely refuse to deliver up the said Respondentia Bond or come to settle and adjust accounts and pay the ballance what is due by the said Henry Cleave to Your Orator. To the End therefore that the said Fenwicke Golightly and John Savage may upon their corporal Oaths true and perfect answer make to all and every the matters aforesaid as fully truely and Effectually to all Intents and Purposes as if the same were here again repeated and Interrogated and be decreed to settle and adjust accounts betwixt Your Orator and the said Henry Cleave as also to deliver up the Respondentia Bond now in their hands and to pay in the Ballance of the Account as shall appear to be due to Your Orator And that Your Orator may have such further and other relief touching the Premises as shall be agreeable to Equity and good Conscience May it therefore please this Honourable Court to cause the said Messrs. Fenwicke Golightly and John Savage to be summoned and required by the Sheriff of Fort St. George Town of Madrasspatnam and districts

thereof Personally to be and appear before this Honourable Court on a certain day to be by this Honourable Court appointed then and there to answer the Premisses and farther to stand and abide to such Order and Decree as to this Honourable Court shall seem meet.

David Forbes,
Att. for the Complainant.

Captain Henry Cleave.

		Dr.
To the use of my Vessell and Damaging her	1830	
To a Note sent you July 11th 1733	79	
To Cutting of a Mast Sixty foot long	40	
To two Europe Tackle falls	8	
To two Europe Tackle Blocks	4	
To Seven Sparrs	3	
To One piece of Timber for a Mast	10	
Tecalls ...	1944	
Which makes Madrass Pagodas		707
To false Imprisonment and Loss of Voyage		4000
Pag^s. ...		4707

Errors Excepted.
Per Charles Christian.

The Joint and Several Demurer of Fenwicke Golightly and John Savage Merchants of Madrass Defendants to the Bill of Complaint of Charles Christian of the same place Complainant. June 29th. 1736.

The said Defendants by Protestation not Confessing or Acknowledging all or any of the matters or things in the said Complainants Bill of Complaint to be true in such manner and form as the same is therein and thereby Alledged the said Defendants say and either of them saith That if the said Complainants Bill of Complaint (as ag[a]inst these Defendants or either of them) were true as the same is not Yet of the Complainants own shewing There is not any Cause or Colour of Cause therein contained why the said Complainant should complain against or sue these Defendants or either of them in this Honourable Court Neither is there any matter or thing Charged in the said Bill of Complaint against them these Defendants or either of them whereupon this Court can proceed to make any judiciall Order or Decree against them these Defendants or against either of them, For if it were true (as it is not) That Henry Cleave Mariner late Commander of the ship Lyell and the Complainant by divers and Sundry Dealings and Transactions betwixt them stood indebted the Complainant upon the Account and in the manner as by the Complainants said Bill of Complaint is set forth Yet doth the same in any wise relate to these Defendants or either of them Notwithstanding they are the Lawfull Attorneys of the said Henry Cleave and by means thereof have sued the Complainant on a Respondentia Bond for it appears by the Complainants own shewing that all the matters and things complained of by the Complainants said Bill of Complaint relate Personally to the said Henry Cleave, Yet notwithstanding the Complainant hath not made the said Henry Cleave a Party to the said Bill thereby in any wise to charge him for all which Causes and for that there is no other matter or thing charged in the said Bill of Complaint against these Defendants or against either of them And for that the

said Bill of Complaint Containeth no matter of Equity against the Defendants or against either of them Therefore these Defendants and either of them doth demurr and abide upon the Insufficiency of the said Bill of Complaint and do and either of them doth humbly demand the Judgement of this Honourable Court whether they shall be enforced to make any other or further Answer thereunto and pray to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully sustained.

GRANTH[M]. BIRD,
Att. for the Defend[ts].

MAYORS COURT OF
MADRASSPATNAM.

Present

HOLLAND GODDARD ESQ[R]., MAYOR,
HUGH NAISH, JOHN SAUNDERS,
THOMAS APPELBY AND EDWARD
MICHELL, ALDERMEN.

Thursday the 15th day of July A.D. 1736 Between Charles Christian of Fort St. George Mariner Complainant & Fenwicke Golightly and John Savage of said Place Merchants Defendants.

This Cause comeing on this day to be heard and debated before this Court in presence of the Attorneys on both sides On hearing the Bill and Demurr read and argued and what was alledged on either side and due Consideration had thereon This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Complainants Bill do stand Dismissed out of this Court with Costs.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF
MADRASSPATNAM.

JULY 15, 1736. Humbly Complaining Sheweth unto this Honourable Court Your Orator John Stratton of Fort St. George Merchant That Mootapilla Baker now being and resideing in Madrass Purchased of Your Orator Two Garse and three hundred and forty Mercalls and three eights of Suratt Wheat and for which he agreed to pay Your Orator at and after the rate of one hundred and thirty four Pagodas the Garse the whole amounting to the summ of three hundred and eighty one Pag[s]. One fanam And Your Orator shews that the said summ was to be paid on or before the sixth day of November Anno Domini 1733 And in default thereof he was to pay at and after the rate of eight per cent per annum on the Summ remaining unpaid And Your Orator shews that he hath received at times the summ of Pagodas [*lacuna*] in part satisfaction of the aforesaid Purchase so that there still remains due to Your Orator the summ of Pag[s]. [*lacuna*] Principal and Interest included as by an Account Current hereto annexed will more fully appear And Your Orator further shews that he hath oftentimes demanded payment of said ballances of and from the said Mootapilla but hitherto without Effect therefore prays a general relief touching the Premisses and that the said Mootapilla may be summoned.

MAYORS COURT OF MADRASSPATNAM.

Thursday the 15th day of July Anno Domini 1736 Between John Stratton of Fort St. George Merchant Complainant and Mootapilla of the same place Baker Defendant.

Upon reading the Plantiffs Petition and also one Account Current made up by the Plaintiff the Ballance whereof appeared to be Pagodas [*lacuna*] remaining due to him from the Defendant the Defendant appearing in Court and acknowledging the Justness of the Plantiffs demand This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plantiff the summ of [*lacuna*] being the ballance remaining due on the aforesaid Account Current together with his Costs of Suite.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

The Humble Petition of Perpondee Raganagaloo Merchant of Madrass.

Sheweth

JULY 15TH. 1736.

That by Virtue of a Decree of this Honourable Court bearing date the sixteenth day of November 1731 made in a Certain Cause wherein Charles Peers Esqr. Sheriff of Fort St. George Town of Madrasspatnam and Districts thereof was Complainant and Your Petitioner was Defendant it was thereby (amongst other things) Ordered and Decreed that a Note in the said Decree mentioned should be delivered up to Your Petitioner on giving Bond with a sufficient security to refund such part of the summ of Pagodas 673 : 5 : 33 as might make him on an average with the several Creditors of Gooda Ancona who had obtained Judgements in this Court against him in case the Estate of the [said] Gooda Ancona should not be sufficient to satisfye the same And it was further Ordered that no Demand should be made thereof by any such Creditors before the 31st of March which should be in the year of Our Lord 1734 Or after the Expiration of one year to be accounted from the said 31st of March unless good cause should be shewn to this Court to Encrease the time therein before limitted.

THAT the said time is long since expired and no Creditors having appeared to make such demand as above mentioned Your Petitioner therefore prays this Honourable Court that his said Bond given for the Purposes in the said Decree mentioned may be delivered up to him to be Cancelled And Your Petitioner shall ever Pray.

GRANTH^M. BIRD.

MAYORS COURT OF MADRASSPATNAM.

Present

HOLLAND GODDARD ESQ^R., MAYOR,
THOMAS APPELBY AND EDWARD MICHELL,
ALDERMEN.

Ex Parte Perponde Raganagaloo.
Tuesday the 20th of July A.D. 1736.

Upon the Humble Petition of the said Perpondee Raganagaloo this day preferred to this Court setting forth that by Vertue of a Decree of this Honourable Court bearing date the 16th day of November A.D. 1733 made in a certain

cause wherein Charles Peers Esqr. Sheriff of Fort St. George Town of Madrasspatnam and districts thereof was Complainant and he the said Perpondee Raganagaloo Defendant it was thereby (among other things) ordered and Decreed that a Note in the said Decree mentioned should be delivered up to the said Perpondee Raganagaloo on his giving bond with a sufficient security to refund such part of the summ of Pagodas 675 :5 :33. as might make him on an average with the several Creditors of Gooda Ancona who had obtained Judgement in this Court against him In Case the Estate of the said Gooda Ancona should not be sufficient to satisfye the same, And further it was Ordered That no Demand should be made thereof by any such Creditors before the 31st March which should be in the year of Our Lord 1734 Or after one year to be accounted from the said 31st March unless good cause should be shewn to said Court to encrease the time therein before limitted. And further representing that the said time was long since expired and no Creditor appearing to make such demand as above mentioned Therefore prayed that the Bond given by him for the purposes in the said Decree mentioned might be delivered him up to be Cancelled. And upon Examination had of the Premisses. And the Attorneys of Charles Peers Esqr. appearing in Court and makeing no Objections to the Prayer of said Petition This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree That the Bond in said Petition mentioned be delivered up to the said Perpondee Raganagaloo to be Cancelled.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT AT MADRASSPATNAM.

JUNE 29TH, 1736. Humbly Complaining Sheweth to this Honourable Court That Your Orator Gorgaram Merchant of Madrass That Chellumbrum Ramah now being and residing in Madrass having occasion for a summ of money applyed himself to Your Orator requesting the Loan thereof whereupon Your Orator did advance and lend to the said Chellumbrum Ramah the summ of Pagodas Thirty Current of Madrass which in sterling money allowing eight shillings per Pagoda the summ of twelve pounds for secureing repayment of such money then lent the said Chellumbrum Ramah did make and sign to Your Orator One Cadjan or Writeing under his hand, bearing date the first day of August which was in the year of Our Lord One Thousand Seven Hundred and Thirty One thereby promising to repay the said money in two months after the date of the said Bond with Interest after the rate of twelve per cent per annum during the Nonpayment of the same which will fully appear to this Honourable Court by the said Principal Cadjan now in Your Orators Custody ready to be produced and Translate thereof hereto annexed And Your Orator further shews that the said Chellumbrum Ramah having a further occasion for money applied himself to Your Orator requesting the Loan thereof whereupon Your Orator did advance and lend to the said Chellumbrum Ramah the sum of Pagodas One hundred which is in sterling money of Great Britain allowing eight shillings per Pagoda the summ of forty pounds for secureing repayment of which money the said Chellumbrum Ramah did make and give to Your Orator One Cadjan Note or Writeing bearing date the Eleventh day of December which was in the year of Our Lord One Thousand Seven Hundred twenty three thereby promising to repay the said money within the last day of February after the date of the said Note and Interest thereon after the rate of nine per cent per annum during the Nonpayment of the same and for further security of repayment of said money the said Chellumbrum Ramah did Mortgage his House in the Black Town that the same should be sold if the money was not paid and Interest thereon at the time aforesaid which will fully appear by the Original Cadjan now in Your Orators Custody and ready to be produced as this Honourable

Court shall direct and Translate thereof hereto annexed and Your Orator shews that he has frequently applyed himself in a friendly manner to the said Chellumbrum Ramah requesting him to pay the Principal and Interest and discharge the Bonds aforesaid But now so it is May it please this Honourable Court the said Chellumbrum Ramah has not only at different times of the Principal and Interest the summ of one hundred and thirty five Pagodas so that there remains by the Account Current hereto annexed of the Principal of two Bonds aforesaid and Interest thereon after the rate of eight per cent per annum the sixth day of April last when the said Account was made up the summ of Pagodas sixty four, sixteen fanams and thirty two Cash, and the said Chellumbrum Ramah now absolutely refuses to fullfill his just Engagements to Your Orator.

David Forbes,
Att. for the Complaint[t].

August the 1st 1721.

I Chellumbrum Ramanah doe hereby acknowledge to have received and borrowed of Gongoram the summ of Thirty Pagodas at Interest at the rate of 12 per cent per annum which I promise to pay Interest and Interest [*sic*] in two Months from this date.

Signed and Wrote by

Chellumbrum Ramanah.

Witness
Ragnavah Chittee.
Veragew.

Ralph Mansell,
Examiner.

December the 11th 1723.

I Chellumbrum Ramanah do hereby acknowledge to have received of Gongoram Rangojee the summ of one hundred Pagodas for the security of which I hereby Mortgage and make over unto the said Gongoram Rangojee a House and Ground in the Pedenaigues Petta in Bodees Street between the Houses of Moortee and Pilla Ramah and I bind myself to pay the said summ within the last of February with the Interest of nine per cent per annum and in case of failure in the payment the next day the House shall be sold to make satisfaction for the Principal and Interest.

Signed
Chellumbrum Ramanah

Witness
Nairoo Veragew Chittee.
Sudamullne.

Bond wrote by Ranavour Veragew

Ralph Mansell,
Examiner.

Mayors Court of
Madrasspatnam.

Present

Holland Goddard Esq[r].. Mayor,
Thomas Appelby and Edward Michell,
Aldermen.

Tuesday the 27th day of July Anno Domini 1736 Between Gongoram of Fort St. George Merchant Complainant and Ramah of the same place Peon Defendant.

Pag^{s}. 77:18:8. £30.10.¼

Upon reading the Plaintiffs Petition and also Translate of one Cadjan Bond under the hand of the Defendant dated the first day of August A.D. 1721 and also Translate of one other Cadjan Bond under the hand of the Defendant dated the 11th day of December A.D. 1723 and the Defendant having been several times summoned to appear to answer said Bill of Complaint but Wilfully and Obstinately refusing so to do and the Plaintiff appearing in Court and admitting to have received at times the summ of Pagodas 135 in part of the Principal and Interest due on the aforementioned Bonds This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree That the Defendant do pay unto the Plaintiff the summ of Seventy Seven Pagodas eighteen fanams and eight Cash being the Principal and Interest remaining due on the aforesaid Bonds together with his Costs of Suite.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

JULY 6TH. 1734.

Humbly Complaining Sheweth unto this Honourable Court Your Orator John Stratton Merchant of Madrass Administrator of all and singular the Goods and Chattles Rights and Creditts of Samuel Hyde late Merchant of Madrass deceased That Charles Gee late of Fort St. George deceased by a certain Note or Writeing under his Hand bearing date in Fort St. George the fifth day of June 1731 Thereby acknowledging himself to be indebted to the said Samuel Hyde in the summ of fifty nine Pagodas being the Ballance of an account between them as by the said Note or Writeing now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews that the said Charles Gee being dead as aforesaid Administration of all and Singular the Goods and Chattles Rights and Creditts of the said Charles Gee have been granted unto John Hammond and Mathew Empson Merchants of Madrass whereupon Your Orator applyed himself unto the said John Hammond and Mathew Empson requesting them to pay the said Moneys due on the said Note But now so it is May it please this Honourable Court that the said John Hammond and Mathew Empson refuse to give Your Orator any satisfaction in the Premisses.

GRANTH^{M}. BIRD,
Att. for the Complainant.

Sworn before me JULY 29TH. 1736 Hugh Naish.

The Joint and Several answer of John Hammond and Mathew Empson Merchants of Fort St. Gorge Administrators of Charles Gee late of the said place Merchant Deceased Defendants to the Bill of Complaint of John Stratton of the same place Merchant Administrator of Samuel Hyde Deceased Complainant.

These Defendants saving and reserving to themselves now and at all times hereafter all and all manner of Benefitt and Advantage of Exception to the Errors and Imperfections in the said Bill contained for answer thereunto or unto so much thereof as these Defendants are advised doth materially concern them to make Answer unto these Defendants say that they are not either of them know not save only by the Complainants Bill of Complaint that the said Charles Gee (since deceased) was indebted unto the said Samuel Hyde also deceased in the summ of Fifty nine Pag^{s}. by a Note under his hand in the said Bill also mentioned But if the said Charles Gee was so indebted they these Defendants humbly submitt it to the Judgment of this Honourable Court and shall abide by the Order thereof to pay the same since they doe acknowledge

that they have sufficient assetts in their hands of the Deceased Charles Gee so to doe Therefore Humbly pray to be from hence Dismissed with their reasonable Costs in this behalf sustained.

David Forbes,
Att. for the Defendants.

Mayors Court of
Madrasspatnam.

Present

Holland Goddard Esqr., Mayor,
Thomas Appelby, Edward Michell and
Edward Fowke, Aldermen.

Tuesday the 3rd day of August Anno Domini 1736 Between John Stratton of Fort St. George Merchant and Trustee to the Estate of Samuel Hyde Deceased Complainant and Messrs. Mathew Empson and John Hammond of said place Merchants and Administrators to the Estate of Charles Gee Deceased Defendants.

This Cause coming on this day to be heard and debated before this Court in presence of the Parties and their Attorneys on both sides on hearing the Bill and answer and also one Note under the hand of Charles Gee Deceased for securing the repayment of the summ of Pagodas fifty nine and upon Examination had of the Matters in this Cause and what was alledged on either side and due Consideration thereon and the Plaintiff making Oath that it did not appear among the papers of Samuel Hyde Deceased in his possession That the whole or any part of the aforesaid summ had been discharged This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendants do pay unto the Plaintiff out of the Money in their hands belonging to the Estate of Charles Gee Deceased the summ of fifty nine Pagodas being in full of the aforesaid Note together with the Costs of this Suite.

Pag. 59.
£ st. 23:12.

Per Cur.

John Stratton,
Register.

To the Honourable the Mayors Court at
Madrasspatnam.

July 6th.
1736.

Humbly Complaining Sheweth to this Honourable Court Your Orator Rana Chittee Merchant of Madrass That Cooty Palleattan Merchant of and now being and resideing in Madrass having occasion for a summ of Money applyed himself to Your Orator requesting the Loan thereof whereupon Your Orator did advance and lend to the said Cooty Palleattan the summ of Pagodas two hundred and fifty which is in Sterling money of Great Britain allowing eight shillings per Pagoda the summ of one hundred pounds for securing the repayment of such money then lent the said Cooty Palleattan did make and give to Your Orator one Cadjan Note or Writeing under his hand bearing date the third day of July which was in the year of Our Lord One Thousand Seven Hundred and Twenty Nine thereby promising to repay the said money on demand with the Interest thereon after the rate of seven and a half per cent per annum which will fully appear by the Original Cadjan now in Your Orators Custody and ready to be produced as this Honourable Court shall direct and Translate thereof hereto annexed. And Your Orator shews that

he has divers and sundry times applyed himself in a friendly manner to the said Cooty Palleattan requesting him to make payment and Satisfaction to Your Orator and he paid on the fourteenth day of June in the year of Our Lord One Thousand Seven Hundred and Thirty Pagodas One Hundred, and on the ninth day of June One Thousand Seven Hundred and Thirty One he paid Pagodas One Hundred, so that there remains of Prnicipal Pagodas Fifty and Interest according to the tenour of the Bond. But so it is may it please this Honourable Court the said Cooty Palleattan refuses to make payment of the Ballance of the Principal and Interest accrued on the Bond.

DAVID FORBES,
Att. for the Complainant.

JULY THE 3D. 1729.

I Cooty Palleattan Borrowed and Received of Ramah Chittee of Madrass the summ of two hundred and fifty Pagodas which I promise to pay on Demand with Interest after the rate of five eights per cent per Month.

Signed
COOTY PALLEATTAN.

Witnesses
PUNCHAVERNUM RASHAPPA CHITTY.
CONACA SUBA CHITTY.

Bond drawn by NALLA MUTTAH.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 3rd day of August Anno Domini 1736 Between Ramah Chittee of Fort St. George Mercht. Complainant and Cooty Pallattan of the same place Merchant Defendant.

Upon Reading the Plaintiffs Petition and also Translate of one Cadjan Bond under the hand of the Defendant dated the 3d. day of July A.D. 1729 for securing the repayment of the summ of Pagodas 250 and Interest after the
Pags. 50. £ st. 20. rate of 7½ per cent per annum and the Defendant appearing in Court and acknowledgeing the Execution of said Bond and the Justness of the Plantiffs Demand and the Pla[i]ntiff appearing also in Court and admitting to have received the summ of Pagodas two hundred in part of the Principal money due on said Bond This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay to the Plaintiff the sum of fifty Pagodas being the Principal Money remaining due on the aforementioned Bond together with such Interest as now is or may hereafer be due thereupon after the rate of seven and a half per cent per annum untill full payment be made and that the Defendant do pay the Costs of Suite.

PER CUR.

JOHN STRATTON.
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

JULY 15, 1736. Humbly Complaining Sheweth unto this Honourable Court Your Orator Kettee Gruapah of Madrass That Gruah Pendaram late Merchant of Madrass Deceased in his Life time having occasion for a summ of money applyed himself to Your Orator for the Loan thereof whereupon Your Orator did advance and

lend unto the said Gruah Pendaram the summ of twenty four Pagodas which in sterling money of Great Britain after the rate of eight shillings per Pagoda amounts unto the summ of nine pounds twelve shillings for securing the repayment whereof he the said Gruah Pendarum did make sign and execute a certain Writeing or Mortgage under his hand bearing date in Fort St. George the twenty Seventh day of May A.D. 1734 In consideration of the said summ of twenty four pagodas to him paid by Your Orator did thereby Mortgage assign and make over unto Your Orator all that House and ground scituate in the Mooteal Petta in Rama Chittee Street between the Houses of Teaga Pendaram and Gooda Vencateeputtee contained in length 65 feet and in breadth 36 feet be the same more or less to Hold unto Your Orator his Heirs and Assigns for ever subject to a Proviso for making void thereof on payment unto Your Orator his Heirs or Assigns the sum of twenty four Pagodas with Interest after the rate of eight per cent per annum on or before two years from the date thereof as by the said recited Writeing or Mortgage now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews that the said Gruah Pendarum being dead as aforesaid left his son Verana his Sole heir who immediately after his fathers death possessed himself of all his Estates and Effects Sufficient to pay his debts with a considerable Overplus Whereupon Your Orator applyed himself unto the said Verana requesting him to pay the Principal and Interest due on the said Mortgage But now so it is may it please this Honourable Court That the said Verana refuses to give Your Orator any satisfaction in the Premises.

GRANTH[M]. BIRD,
Att. for the Complainant.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 3d day of August A.D. 1736 Between Kettee Gruapah of Fort St. George Merchant Complainant and Verana of the same place Merchant Defendant.

Upon Reading the Plaintiffs Petition and also Translate of One deed of Assignment under the hand of Gruah Panderum Deceased (the Defendants father) dated the 27th day of May A.D. 1734 for secureing the repayment of the summ of Pagodas Twenty four and Interest and the Defendant having been several times summoned to appear to answer said Bill of Complaint but wilfully and obstinately refusing so to do and the Plaintiff having made due proof of said debt to the satisfaction of the Court This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plaintiff the summ of twenty four pagodas being the Principal money due on said Bond of Assignment together with such Interest as now is or may hereafter be due thereon after the rate of eight per cent per annum untill full payment be made and in default thereof on or before the expiration of 14 Days that the Mortgaged Premisses be sold and the money ariseing by such sale paid to the Plaintiff in and towards the discharge of the Principal and Interest due as aforesaid and that the Defendant do pay the Costs of this Suite.

Pags. 24. £ st. 9:12.

PER CUR.

JOHN STRATTON,
Register.

To the Honourable the Mayors Court of Madrasspatnam.

The Humble Petition of Somerajue Merchant of Madrass Sheweth

That in and by a certain Decree of this Court bearing date Fryday the third day of December A.D. 1731 made in a Cause wherein Charles Peers Esqr. the then Sheriff of Fort St. George Town of Madrasspatnam and the Districts thereof was Complainant and Your Petitioner was Defendant It was (amongst other things) Ordered and Decreed that the Notes in question be delivered up to Your Petitioner On his giving Bond with one sufficient security to refund such part of the Summ of Pagodas 1230 :3 :73. as might make him on an average with the severall Creditors of Gooda Ancona therein named who had obtained Judgement against Gooda Ancona in this Court in case the Estate of the said Gooda Ancona should not be sufficient to satisfye the same And it was further Ordered that no demand should be made thereof by any such Creditors before the 31st day of March which should be in the year of Our Lord 1734 or after the expiration of one Year to be accounted from the said 31st of March unless good cause be shewn to this Court to encrease the time therein limitted.

That no Creditor hath yet appeared in this Court to make such claim as by the said Decree is provided. Your Petitioner therefore humbly Prays this Honourable Court that the Bond given by him pursuant to the said Decree for the Purposes within mentioned May be delivered up to him to be cancelled And Your Petitioner shal ever pray &c.

Granth^{m}. Bird.

Mayors Court of
Madrasspatnam.

Present

Holland Goddard Esqr., Mayor,
Thomas Appelby & Edward Michell,
Aldermen.

Ex Parte Somerajue

Tuesday the 10th day of August A.D. 1736.

Upon reading the Humble Petition of the said Somerajue this day preferred to this Court setting forth that by Vertue of a Decree of this Honourable Court bearing date the 3d day of December A.D. 1731 made in a certain Cause wherein Charles Peers Esqr. the then Sheriff of Fort St. George Town of Madrasspatnam and Districts thereof was Complainant and he the said Somerajue Defendant It was thereby (amongst other th[i]ngs) Ordered and Decreed that the Notes in the said Decree mentioned should be delivered up to the said Somerajue on his giving Bond with one sufficient security to refund such part of the summ of Pag^{s}. 1230 :3 :73. as might make him on an average with the severall Creditors of Gooda Ancona who had obtained Judgements against him in this Court In case the Estate of the said Gooda Ancona should not be sufficient to satisfye the same And further it was Ordered that no demand should be made thereof by any such Creditor before the 31st of March which should be in the year of Our Lord 1734 or after the Expiration of one year to be accounted from the said 31st of March unless good cause was shewn to this Court to Encrease the time therein before limitted And the said Somerajou further representing that the said time was long since expired and no Creditor appearing to make such demand as above mentioned therefore prayed that the said Bond given by him for the Purposes in the said Decree mentioned might

be delivered him up to be cancelled And upon Examination had of the Premisses and the Attorneys of the said Charles Peers appearing in Court and having no Objections to make to the Prayer of said Petition This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Bond in the aforementioned Petition be delivered up to the said Somerajou to be cancelled.

PER CUR

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

The Humble Petition of Mudula Numshievia Merchant of Madrass.

Sheweth

That in and by a certain Decree of this Court bearing date Tuesday the 16th day of November A.D. 1731 made in a Cause wherein Charles Peers Esqr. the then Sheriff of Fort St. George Town of Madrasspatnam and the Districts was Complainant and Your Petitioner was Defendant It was Ordered and Decreed that your Petitioner do pay unto the Plaintiff the summ of Pagodas 1662 :15 :21. (being the amount of a Judgement obtained by the Defendant in this Court against Gooda Ancona) for sundry parcells of Grain and Money by him illegally taken from the Defendant makes the summ of Pagodas 3097 :28 :64. the Principal and Interest due on the Note in question And it was further Ordered that the said Note be delivered up to the Defendant on his giving Bond with a sufficient security to refund such part of the said summ of Pagodas 1435 :13 :45. as might make him on an average with the severall Creditors of the said Gooda Ancona who had obtained Judgement in this Court against him in case the Estate of the said Gooda Ancona should not be sufficient to satisfye the same And it was further Ordered That no Demand should be made thereof by any such Creditors before the 31st of March which should be in the year of Our Lord 1734 or after the expiration of one year to be accounted from the said 31st of March unless good cause be shewn to this Court to encrease the time therein before limitted that no Creditor hath yet appeared in this Court to make such claim as by the said decree is Provided. Your Petitioner therefore humbly prays this Honourable Court that the Bond given by him pursuant to the said Decree for the Purposes therein mentioned may be delivered up to him to be cancelled. And your Petitioner shall ever pray.

GRANTH^M^. BIRD.

MAYORS COURT OF MADRASSPATNAM. Ex parte Mudula Numshivia.

Tuesday the 10th day of August A.D. 1736.

Upon the humble Petition of the said Mudula Numshivia this day preferred to this Court setting forth by Virtue of a Decree of this Honourable Court bearing Date the 16th day of November A.D. 1731 made in a certain Cause wherein Charles Peers Esqr. the then Sheriff of Fort St. George Town of Madrasspatnam and Districts thereof was Complainant and he the said Mudula Numshiviah Defendant It was thereby (among other things) Ordered and Decreed that the Bond in the said Decree mentioned should be delivered up to the said Mudula Numsheviah to be cancelled on his giving Bond with one sufficient security to refund such part of the summ of Pagodas 1435 :13 :43. as might make him on an average with the Several Creditors of Gooda Ancona who had obtained Judgement against him in this Court in case the Estate of the said Gooda Ancona should not be sufficient to satisfye their whole demands And it was further ordered that no Demand should be made thereof by any

such Creditor before the 31st. day of March which should be in the year of Our Lord 1734 or after the expiration of one year to be accounted from the said 31st day of March unless good cause was shewn to this Court to encrease the time therein before limitted. And the said Mudula Numsheviah further representing that the said time was long since expired and no Creditor appearing to make such demand as by the said decree was provided. Therefore prayed that the Bond given by him pursuant to the said Decree for the Purposes therein mentioned might be delivered up to him to be cancelled. And upon Examination had of the Premises And the Attorneys of the said Charles Peers appearing in Court and having no objections to the Prayer of said Petition This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree That the Bond in the abovesaid Petition mentioned be delivered up to the said Mudula Numsheviah to be Cancelled.

PER CUR

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT AT MADRASSPATNAM.

MAY 25TH 1736. Humbly Complaining sheweth unto this Honourable Court Your Orator Abraham Solomons Merchant of Madrass That Gendoveddee Vencate Ramadu Merchant now being and resideing in Madrass being indebted unto Your Orator in the summ of Five Hundred and Seventeen Pagodas Twelve fanams Current of Madrass for secureing the repayment whereof did assign and make over unto Your Orator a Certain Writeing or Bill of Sale under the Hand of Deveroy Moodelare Merchant of Madrass bearing date the eighth day of March 1734–5 whereby the said Deveroy Moodelare in Consideration of six hundred Pagodas mentioned to be paid him by the said Gendoveddee Vencate Ramadu did mortgage sell assign and sett over unto the said Gendoveddee Vencate Ramadu all that House and ground with the appurtenances thereto belonging scituate in the Petta Naigues Petta in Deveroy Street between the houses of Cottee and Damiah containing in length 144 feet and in breadth 86 feet To hold unto the said Gondeveddee Vencate Ramadu his Heirs and assigns for ever subject to a Proviso for making void thereof on payment of the summ of six hundred Pagodas with Interest after the rate of eight per cent per annum on or before the expiration of one year from the date thereof as by the said Writeing or Bill of Sale now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews that he has frequently applyed unto the said Deceroy Moodelare requesting him to pay the said Principal Money and Interest due on the said Mortgage or at least so much thereof as is justly due and oweing to Your Orator. But now so it is may it please this Honourable Court that the said Deveroy Moodelare refuses to give Your Orator any satisfaction in the Premisses.

GRANTHM. BIRD,
Att. for the Complainant.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 10th day of August A.D. 1736 Between Abraham Solomons of Fort St. George Merchant Complainant and Deveroy Moodelare of the same place Merchant Defendant.

Pags. 600. £ st. 240. Upon reading the Plaintiffs Petition and also Translate of One Cadjan Bond or Deed of Assignment under the hand of the Defendant dated the 8th day of March A.D. 1734–5 for secureing the repayment of the summ of Pags.

600 to Gendoveddee Vencattee Ramadu and the Defendant having been several times summoned to appear to answer said Bill of Complaint but wilfully and obstinately refusing so to do This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plaintiff the summ of six hundred Pagodas being the Principal Money due on the aforementioned Bond of Security together with such Interest as now is or may hereafter be due thereon after the rate of eight per cent per annum and in default of p[a]yment on or before the expiration of 14 days That the mortgaged Premisses be sold and the Money ariseing by such sale paid to the Pla[i]ntiff in and towards the discharge of the aforesaid Debt and the Costs of this Suite.

Per Cur

John Stratton,
Register.

To the Honourable the Mayors Court at Madrasspatnam.

Humbly Complaining Sheweth unto this Honourable Court Your Orators Fenwicke Golightly and John Savage Merchants of Fort St. George the lawful Attorneys and for and on the behalf of Henry Cleave late of this same place Merchant That Charles Christian of the same place Mariner by Bond or Writeing under his hand and Seal bearing date in Fort St. George the first day of July 1732 thereby acknowledged to have received of the said Henry Cleave the summ of five hundred pagodas Current of Madrass which summ was to run as Respondentia on the ship Lyell the said Henry Cleave Commander from this port of Madrass to the port of Siam and back again at the rate of sixteen per cent the whole Principal and Respondentia amounting to five hundred and eighty pagodas which summ he thereby obliged himself his heirs or assigns to pay or cause to be paid unto the said Henry Cleave his heirs or assigns at or before twenty one days after the safe arrival of the said ship at the port of Madrass But in case of the said ship not returning in one season then the Principal to run at the rate of ten per cent per annum after the Expiration of twelve months from the date thereof as by the said Bond or Writeing now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews that the said Charles Christian having paid at two several times towards discharging the said Bond the summ of four hundred fifty nine pagodas fifteen fanams and thirty nine Cash hath reduced the Principal money and Interest due on the said Bond the first of June 1736 unto the summ of two hundred twenty eight pagodas ten fanams and twenty four Cash which in sterling money of Great Britain after the rate of eight shillings per pagoda amounts unto the summ of ninety one pounds six shillings or thereabouts which said moneys he the said Henry Cleave as also Your Orators have frequently requested the said Charles Christian to pay and Discharge But now so it is may it please this Honourable Court that he the said Charles Christian refuses to give Your Orators any satisfaction in the Premisses. June 8th. 1736.

Granthm. Bird.
Att. for the Complainants.

Then Answer of Charles Christian Mariner of Madrass Defendant to the Bill of Complaint of Fenwicke Golightly and John Savage of Fort St. George Merchants Complainants. Jur. in Cur. June 18, 1736.

This Defendant saving to himself now and at all times hereafter all and all manner of Benefit and advantage of Exception to the Errors and Imperfections in the said Bill Contained for answer thereinto or unto so much

thereof as this Defendant is advised doth materially concern him to make answer unto This Defendant saith that he admits he did sign and execute a Bond to Henry Cleave for Pagodas five hundred bearing date and of the tenour as specified in the Complainants Bill of Complaint But this Defendant absolutely denys that he stands indebted to the said Henry Cleave or to his lawfull Attorneys on the said account any summ or summs of money by any manner of ways or means whatsoever the Contrary whereof will be made appear to this Honourable Court. This Defendant farther saith that some time after his arrival at Siam Captain Henry Cleave thought fitt to discharge him from the service he then served in, being Chief mate of the ship called the Lyell, which is a thing very unprecedented and hardly to be accounted for to discharge any of His Majesty's subjects in a Foreign Country except very good cause can be shewn there for which never was alledged against this Defendant. Upon this Defendants being turned out of Bread and in a Foreign Country he was obliged to attempt some way of Living in order thereto he built a vessell for himself and after the said vessell was finished Captain Cleaves Malice prevailed so farr as to make a Complaint against him this Defendant on account of the Respondentia Bond aforesaid alledging the said Bond was payable at Siam On which this Defendant was put in Prison and there Confined for three days and was obliged before his Liberation out of Prison to find Bail to stand tryal, by which means this Defendant was forced to stay at Siam for upwards of Twoe Months and could not have opportunity to fitt his vessell for this place, he being hourly obliged to attend the Judge of that place But when the season was over that no ship could come here then the Bail Bond was delivered up to this Defendants Bondsman by which means and no other this Defendant lost the opportunity of bringing or sending his vessell to this port of Madrass thereby has sustained great damages. Upon Captain Cleaves vessell oversetting in the river of Siam, the said Captain requested of this Defendant that he might have the use of his vessell in order to unload the ship Lyell, and that he the said Captain Cleave would pay what was reasonable for the time he should have occasion for this Defendants vessell and also obliged himself to pay what damage the said vessell should sustain by such service on which this Defendant allowed the said Captain Cleave the use of his vessell in whose services she continued for twenty days or thereabouts and sustained a great deal of damage thereby, upon the gentlemen of Madrass who were freighters and owners of the said ship Lyell having wrote and desired that this Defendant should bring over the said ship with her cargo here, he readyly complyed there with and left his own vessell in charge with Captain Irving who was then at Siam in order to bring her to this place. Soon after this Defendants arrivall with the said ship the Complainant made a demand of the Respondentia Bond aforesaid to which this Defendant answered that they being the lawfull Attorneys of Henry Cleave that he expected a good deal of money from them seeing he this Defendant was turned out of Bread at Siam without a Cause and also wrongfully Imprisoned and being detained two months at Siam, and the use of his vessell to Captain Cleaves service and the damages he sustained in not having his vessell fitted to come to this place as aforesaid as also for other Accounts disbursed by this Defendant by order of the said Henry Cleave. But the Complainants still persisted to prosecute this Defendant in terms of law Notwithstanding of his just demands on their Constituent, to prevent which this Defendant well knowing that it would take up some time before the same could come to a Conclusion before this Honourable Court and also this Defendant not having Witnesses then here to prove the several facts before sett forth, and this Defenda[n]t being obliged to perform another voyage speedily it was mutually agreed upon betwixt the Complainants and this Defendant that this Defendant should give a farther security for payment of the said Respondentia Bond on his ship he left with Captain Irving, and for the reasons aforesaid and no other did this Defendant grant

the further security, which now lyes in the hands of Mr. John Stratton Merchant of Fort St. George with whom this Defendant left a letter of Attorney for his other affairs and this Defendant further saith that although he [o]ften told the said Mr. John Stratton how much the said Captain Cleave was indebted to him this Defendant for the reasons aforesaid yet notwithstanding whereof the said Mr. John Stratton has paid to the Complainants as Attorneys to the said Captain Cleave at two several times the summ of pagodas four hundred and fifty nine fifteen fanams and thirty nine Cash Current of Madrass which this Defendant humbly conceives they ought to refund as also the Ballance due by the said Captain Henry Cleave (seeing they are his lawful attorneys) to this Defendant and this Defendant admits that Captain Cleave demanded the money as aforesaid at Siam and no where else and also admits that the Complainants demanded the said money also since his arrival from his last voyage. All which matters and things this Defendant is ready to averr, Maintain, and prove as this Honourable Court shall award and humbly prays to be hence dismissed with his reasonable Costs in this behalf most wrongfully sustained.

David Forbes,
Att. for the Defendant.

Charles Christian.

The Replication of Fenwicke Golightly and John Savage Merchants of Fort St. George Complainants to the Answer of Charles Christian of the same place Mariner, Defendant.

The said Replyants saving to themselves all advantage of Execution to the Insufficiencys, Untruths and Incertaintys of the Defendants answer for Replycation thereunto saith That all and singular the matters and things in the Replyants said Bill contained are true as the same are therein alledged and that the answer of the said Defendant to the said Bill is very untrue imperfect and insufficient to be replyed unto For that these Replyants say that they know nothing of their own knowledge of the Defendants being discharged from the ship he belonged to in a Foreign Country But if he was they have been well informed and doubt not (if need be) to prove he hath received full satisfaction as well for that as for the Loan of his vessell he built afterwards according to his own Option and agreement and as for the said Defendants being Imprisoned although these Replyants know nothing thereof of their own knowledge but have also been well Informed That the Defendant was justly Imprisoned by means of his deviateing or about to deviate from the tenour of the said Respondentia Bond which made the same payable at Siam or place where such deviation was made But if anything were due to the Defendant on that account (as there is not) the Defendant has not thought fitt to charge (much less to swear to) such Damage and these Replyants say that they admit that the Defendant did make an assignment of the Equity of Redemption of his vessell as a security for the Moneys due on the said Respondentia Bond since the said pretended damage by his answer mentioned. But the said security these Replyants look upon to be very indifferent and at best but very precarious but if it were otherwise they humbly hope and insist they are not obliged to stay to see the event of the same And these Replyants deny the said security ever lay in the hands of Mr. John Stratton any longer than the makeing and executing thereof. All which these Replyants are ready to averr, maintain and prove as this Honourable Court shall award and humbly pray as in and by their said Bill they have already Prayed. July 6, 1736.

Granth^m. Bird,
Att. for the Replyants.

The Rejoinder of Charles Christian Defendant to the Replycation of Fenwicke Golightly and John Savage of Fort St. George Merchants Complainants.

July 15, 1736. The said Defendant now and at all times hereafter saving and reserving to himself all and all manner of Benefitt and advantage of Exception to the uncertainty and Insufficiency of the said Replication, saith that the Defendants said answer is certain true and sufficient in the Law to be relyed into, and he also saith as in and by his said Answer he has already said and does and will averr and Maintain all and every thing and things therein to be true and certain in such manner and form as they and every of them are therein alledged and Expressed.

David Forbes,
Att. for the Defendant.

Interrogatory to be administered to John Powney on the part of Charles Christian.

If Captain Henry Cleave did not demand payment of Charles Christian for a Respondentia Bond in Siam when the said Bond was payable only in Madrass which said Bond Mr. Powney is Witness to And that the said Charles Christian denyed to pay the said Bond of Five hundred pagodas to the said Captain Cleave in Siam saying that he had not signed any Bond or Writeing payable in Siam, but he did sign a Respondentia Bond of five hundred pagodas to the said Captain Cleave payable in Madrass and he would discharge the said Bond in Madrass and no other were.

John Powney to the above Interrogatory.

Deposeth that Captain Cleave when at Siam did demand payment of the Bond in dispute of Charles Christian, which he refused to discharge alledging that he had not signed the same, but if there was any Money due thereon the same belonged to Mr. Turner at Madrass at which place he the said Charles Christian said he would discharge it, and more he saith not.

Mayors Court of Madrasspatnam.

Tuesday the 10th day of August A.D. 1736 Between Fenwicke Golightly and John Savage of Fort St. George Merchants and Attorneys of Henry Cleave Complainants and Charles Christian of the same place Mariner Defendant.

This cause coming on this day to be heard and debated before this Court in presence of the Attorneys on both sides, On hearing the Bill, Answer, Replycation and Rejoynder and also the Interrogatory and Deposition of John Powney Junr. on the part of the Defendant and also one Bond at Respondentia under the hand of the Defendant dated July 1st A.D. 1732 and the Defendant appearing in Court and acknowledging the Execution thereof This Court doth therefore Order that the Register do take an account when the Principal and Respondentia became due on said Bond and allow Interest thereon after the rate of ten per cent per annum Agreeable to the tenour thereof And its further Ordered That the Register do also give the Defendant Credit for the several sums paid the Plaintiffs in part satisfaction of said Bond And that such account as soon as settled and stated be laid before this Court when such further Order will be made as shall appear to be Just.

Per Cur.

John Stratton,
Register.

CHARLES CHRISTIAN IN ACCOUNT WITH HENRY CLEAVE.

Dr.

1732 July 1st.	To Cash lent him at Respondentia ...	Ps. 500		
	Premium @ 16 per cent for 1 year ...	80		
			580	
	Interest on Ps. 500 from the 1st July 1733 to the 17th August 1736 is 3 y. 1 m. 17 d. @ 10 per cent per annum		156	19
	Pags. ...		736	19

Cr.

		Pags.		
1735 July 15th.	By Cash by the hands of John Stratton ...	418	19	71
1735–6 Jan. 20th.	By Do. Tec. 109 @ 80 Tecals per 30 Pags. ...	40	31	40
		459	15	31
	Intt. on Pags. 418–19–71 from the 15th July 1735 to the 17th August 1736, 1 y. 1 m. 2 d. @ 10 per cent per annum	45	20	57
	Intt. on Pags. 40–31–40 from the 20th Jan. 1735–6 to the 17th August 1736 is 6 m. 27 da. @ 10 per cent per annum	2	12	48
		507	12	56
	Ballance due ...	229	6	24
	Pags. ...	736	19	—

FORT ST. GEORGE,
AUGst. 17TH. 1736.

ERRORS EXCEPTED.
PER JOHN STRATTON,
Register.

Between Fenwicke Golightly and John Savage Plantiffs against Charles Christian Defendant.

In Pursuance of an Order of Referrence made in this Cause the 10th Instant I have taken and stated the accounts between the Complainants and Defendant and do find that the Defendant is indebted to the Complainants in the summ of Pagodas two hundred and twenty nine six fanams and twenty four Cash all which I certifye and submitt to the Judgement of this Honourable Court.

John Stratton,
Register.

Mayors Court of

Madrasspatnam.

Present

Holland Goddard Esq.[r], Mayor,
Thomas Appelby and Edward Michell,
Aldermen.

Tuesday the 17th day of August Anno Domini 1736 Between Fenwicke Golightly and John Savage of Fort St. George Merchants and Attorneys of Henry Cleave Complainants and Charles Christian of the same place Mariner Defendant.

Pag. 299: 6: 24. st. 91: 14 ½: This Cause coming on again this day to be heard and Debated before this Court in presence of the Attorneys on both sides On hearing the Proceedings had in this cause and also one Bond at Respondentia under the hand of the Defendant dated the first July A.D. 1732 and also an Order made the 10th Instant and also the Registers report and account stated pursuant thereto read and what was alledged on either side and due Consideration thereon This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendants do pay unto the Plaintiffs the summ of Pagodas Two Hundred and Twenty Nine six fanams and Twenty Four Cash being the Ballance remaining due to Henry Cleave on the aforesaid Bond at Respondentia together with his Costs of Suite.

Per Cur.

John Stratton,
Register.

Court of Appeals at Madrasspatnam.

Between Charles Christian of Fort St. George Mariner Appellant and Fenwicke Golightly and John Savage of said Place Merchants (the lawful Attorneys for and on the behalf of Henry Cleave of the same Place Mariner) Respondents.

This Cause coming this fourth day of September Anno Domini 1736 to be heard and Debated before this Court by the Parties on both sides and their Attorneys, upon reading the Appellants Petition, the Answer of the Respondent, and the several Exhibits produced on hearing the said cause in the Honourable the Mayors Court together with the Cross Bill and Demurrer and the Decree of the Honourable the Mayors Court given thereon on Thursday the 15th day of July A.D. 1736 as also the other Decree of the said Court

in this Cause given on Tuesday the 17th day of August A.D. 1736 whereby the Appellant was decreed to pay to the Respondents Pagodas 229 : 6 : 24 for which last mentioned Decree the Appellant prays to be relieved, and upon due consideration had of the matters therein severally contained, and of the arguments made use of on both sides This Court doth think fitt to Order and Decree and doth accordingly Order and Decree that the aforementioned Decree of the Honourable the Mayors Court given on Tuesday the 17th day of August A.D. 1736, do stand confirmed and that the Appellants Petition be dismissed with Costs.

PER CUR

JOHN SAVAGE,
Clk. of the Court of Appeals.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

Humbly Complaining Sheweth to this Honourable Court Your Orator **JUNE 18, 1736.** Chasee Chittee Adiapah of Madrass, That Nalavan Son to Muttalue Chittee and Vencatashe Son to Pulleapah Chittee Merchants of and now being and resideing in Madrass having occasion for a summ of money applyed themselves to Your Orator requesting the Loan thereof whereupon Your Orator did advance and lend to the said Nalavan and Vencatashe Chittys the summ of Pagodas Thirty Three Current of Madrass which is in sterling money allowing eight shillings per pagoda the summ of thirteen pounds or thereabouts, and for securing the repayment of such money then lent the said Nallavan and Vencatashe did make and give to Your Orator one Cadjan Note or Writeing under their hands bearing date the nineteenth day of September which was in the year of Our Lord 1728 Thereby promissing to repay the said Money on demand with Interest after the rate of nine per cent per annum which will fully appear by the Original Bond now in Your Orators Custody and ready to be produced as this Honourable Court shall direct and translate thereof hereto annexed, And Your Orator shews that he has frequently in a friendly manner applyed himself to the said Nallavan and Vencatashe requesting them to pay the Principal money contained in the said Bond and Interest accured thereon since the date thereof. But now so it is may it please this Honourable Court the said Nallavan and Vencatashe having postponed Your Orator from time to time and now Absolutely refuse to perform their just Engagements to Your Orator.

DAVID FORBES,
Att. for the Complainant.

SEPTEMBER THE 19TH. 1728.

We Nallavan son of Mootalue Chittee and Vencatasia son of Pullepah Chittee do give this Bond to Cashava Chittee Adiapah for the summ of Thirty Three Pagodas which we have borrowed and received of him and jointly and separately Oblige ourselves to pay the same with the Interest of nine per cent per annum on Demand.

(Signed)
NALLAVAN.
Bond wrote by PYAMOOR ARSAPAH.

RALPH MANSELL,
Examiner.

Witness

AUMOOR MOOTALLNAIGUE.
VITTCHOOR CHILLAPILLA.

MAYORS COURT OF
MADRASSPATNAM.

Present

HOLLAND GODDARD ESQ^R^., MAYOR,
THOMAS APPELBY AND EDWARD MICHELL,
ALDERMEN.

Tuesday the 17th day of August A.D. 1736 Between Cashee Chittee Adeapah of Fort St. George Merchant Complainant and Nallavan and Vencatash of the same place Merchants Defts.

Upon reading the Plantiffs Petition and also Translate of One Cadjan Bond under the hands of the Defendants dated the nineteenth day of September A.D. 1728 for securing the repayment of the summ of Pag^s^. 33 and Interest and the Defendant Nallavan appearing in Court and acknowledging the Execution of said Bond and the Justness of the Plaintiffs Demand This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendants do pay unto the Plantiff the summ of Thirty Three Pagodas being the Principal mony due on said Bond together with such Interest as now is or may hereater be due on said Bond after the rate of eight per cent per annum untill full payment be made together with his Costs of Suite.

Pags. 33. £st. 13 : 4.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF
MADRASSPATNAM.

AUGUST 17TH. 1736. Humbly Complaining Sheweth unto this Honourable Court Your Orator Rawson Hart Merchant of Fort St. George That William Andrews late of the same place Merchant (since deceased) by Bond or Obligation under his hand and seal bearing date in Fort St. George the twenty seventh day of August 1735 did thereby acknowledge to have received of Your Orator the summ of three thousand Pagodas Current of Madrass which was to be run at Respondentia on the ship Prince of Orange Captain Robert Baily Commander from this Port of Madrass to Calcutta in Bengal and from thence upon the said ship or any other the said William Andrews should proceed upon to the Port of Judda in the Red Sea and back to this place at the rate of eighteen per cent as by the said Bond or Obligation now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear. And Your Orator shews that althô the said Bond was made for the summ of three thousand Pagodas yet there was but the summ two thousand lent thereon And Your Orator also shews that the said ship is since arrived from the said voyage in safety by means whereof the said Principal money so lent and Respondentia is become due and Payable And Your Orator further shews that the said William Andrews in the said voyage departed this Life whereby his Money, Goods, Debts and Effects came into the hands and Custody of Messrs. John Coles, Robert Baily and Samuel Barlow Supra Cargoes of the said ship and now being and resideing in Madrass whereupon Your Orator applyed himself unto the said John Coles, Robert Baily and Samuel Barlow and requested them to pay the Principal and Respondentia due on the said Bond But now so it is may it please this Honourable Court That the said John Coles, Robert Baily and Samuel Barlow refuse to give Your Orator any satisfaction in the Premisses.

GRANTH^M^. BIRD,
Att. for the Complainant.

Mayors Court of
Madrasspatnam.

Present

Holland Goddard Esq[r]., Mayor,
Hugh Naish, Thomas Appelby,
Edward Michell and Edward Fowke,
Aldermen.

Tuesday the 24th day of August A.D. 1736 Between Rawson Hart of Fort St. George Merchant Complainant and John Coles, Robert Baily and Samuel Barlow the present Possessors of and only acting Persons in the Estate and Effects of William Andrews late being to the ship Prince of Orange Deceased Defendants.

Upon reading the Plantiffs Petition and also one Bond at Respondentia under the Hand and Seal of William Andrews deceased dated the 27th day of August A.D. 1735 and due proof being made of the Execution of said Bond and the Defendants appearing in Court and acknowledging that they had Assetts in **Pags. 2360** their hands of the said William Andrews more than sufficient to satisfye the **Or £st. 944** Plaintiffs demands This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendants do pay unto the Plantiff the summ of two thousand three hundred and sixty pagodas being in full of the Principal and Respondentia due on the Respondentia Bond aforesaid And that on receipt thereof the Plantiff do sign and execute to the Defendants a Bond with condition to repay so much of the said summ to the Executors or Administrators of the said William Andrews Deceased as shall make him on average with the several Respondentia Creditors of the said William Andrews on the ship Prince of Orange in case the Deceaseds effects shall be insufficient to discharge their whole demands And it's further Ordered That the Defendants do pay the Costs of this Suite. Per Cur.

John Stratton,
Register.

To the Honourable the Mayors Court of
Madrasspatnam.

Humbly Complaining Sheweth unto this Honourable Court Your Orators **August** John Stratton, John Hammond and Fenwicke Golightly Merchants of Fort **17th.** St. George That William Andrews late of the same place Merchant (since **1736** deceased) by Bond or Obligation under his hand and Seal bearing date in Fort St. George the twenty seventh day of August A.D. 1735 Did thereby acknowledge to have received of Your Orators the summ of one thousand eight hundred and sixty Pagodas which was to run at Respondentia on the ship Prince of Orange Captain Robert Baily Commander from this port of Madrass to that of Calcutta in Bengall and from thence on any ship and to any Port (Eastward excepted) he should voyage the then next season at and after the rate of eighteen per cent for the voyage Provided the same was of no longer Continuance than one year. But if the same should exceed one year then pro rata at eighteen per cent per annum for the space of two years and no longer at which time the said Principal and Respondentia to become due and payable as by the said Bond or Writeing now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear And Your Orators shews that the said ship is since arrived from the said voyage in safety by means whereof the said Principal money and Respondentia is become due and payable

And Your Orators shew that the said William Andrews in the said voyage departed this Life wherby his Money, Goods, Debts and Effects came into the hands and Custody of Messrs. John Coles, Robert Baily and Samuel Barlow Supra Cargoes of the said ship and now being and resideing in Madrass Whereupon Your Orators applyed unto the said John Coles, Robert Baily and Samuel Barlow and requested them to pay the Principal and Respondentia due on the said Bond But now so it is May it please this Honourable Court That the said John Coles, Robert Baily and Samuel Barlow refuse to give Your Orators any Satisfaction in the Premisses.

GRANTH^M. BIRD,
Att. for the Complainants.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 24th day of August A.D. 1736 Between Messrs. John Stratton, John Hammond and Fenwicke Golightly of Fort St. George Merchants Complainants and John Coles, Robert Baily and Samuel Barlow the present possessors of and only acting persons in the Estate and Effects of William Andrews Deceased Defendants.

Pags. 2194 : 28 : 64. Or £st. 877 : 18 : 4¼.

Upon reading the plantiffs Petition and also one Bond at Respondentia under the hand and seal of William Andrews Deceased dated the 27th day of August A.D. 1735 and due proof being made of the Execution of said Bond and the Defendants appearing in Court and acknowledging that they have Assetts in their Hands of the said William Andrews more than sufficient to satisfye the Plantiffs demand. This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendants do pay unto the Plantiffs the summ of two thousand one hundred and ninety four Pagodas twenty eight fanams and sixty four Cash being in full of the Principal and Respondentia due on the Bond aforesaid And its further Ordered that on receipt thereof the plantiff design and execute to the Defendants a Bond with Condition to repay so much of the said summ to the Executors or Administrators of the said William Andrews Deceased as shall make them on an average with the several Respondentia Creditors of the said William Andrews on the ship Prince of Orange In case the Deceased's Effects shall be Insufficient to Discharge their whole Demands And it's further Ordered that the Defendants do pay the Costs of this Suite.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

AUGUST 17TH 1736.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Benjamin Dennis Merchant of Fort St. George that William Andrews late of the same place Merchant (since deceased) by Bond or Obligation under his hand and Seal bearing date in Fort St. George the twenty seventh day of August 1735 did thereby acknowledge to have received of Your Orator the summ of one thousand and fifty rupees Current of Calcutta which was to run at Respondentia on the ship Prince of Orange Captain Robert Baily Commander from hence to the port of Calcutta and from thence on such ship as he should proceed upon from thence at the rate of eighteen per cent But in case the voyage was not performed within the space of one year then to run at eighteen per cent per annum which summ together with the Respondentia which

should be due thereon He did therein bind himself his heirs, Executors &c^a^. to pay or cause to be paid to Your Orator his heirs, Executors or Assigns at or before twenty one days after the safe arrival of the said ship at the port of Madrass as by the said Bond or Obligation now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear And Your Orator shews that the said ship is since arrived from the said voyage in safety by means whereof the said Principal money and Respondentia thereon is become due and payable And Your Orator further shews that the said William Andrews in the said voyage departed this Life whereby his Money, Goods, Debts and Effects came into the hands of Messrs. John Coles, Robert Bailey and Samuel Barlow Supra Cargoes of the said ship and now being and resideing in Madrass whereupon Your Orator applyed himself unto the said John Coles, Robert Bailey and Samuel Barlow and requested them to pay the Principal and Respondentia due on the said Bond But now so it is May it please this Honourable Court That the said John Coles, Robert Bailey and Samuel Barlow refuse to give Your Orator any satisfaction in the Premisses.

GRANTH^M^. BIRD,
Att. for the Complainant.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 24th day of August A.D. 1736 Between Benjamin Dennis of Fort St. George Merchant Complainant and John Coles, Robert Bailey and Samuel Barlow the present possessors of and only acting persons in the Estate and Effects of William Andrews late belonging to the ship Prince of Orange deceased Defendants.

Upon reading the Plantiffs Petition and also one Bond at Respondentia under the hand and Seal of William Andrews Deceased dated the 27th day of August A.D. 1735 and due proof being made of the Execution of said Bond and the Defendants appearing in Court and acknowledging that they have Assetts in their hands more than Sufficient to satisfye the Plantiffs demand this Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree That the Defendants do pay unto the Plantiff the summ of one thousand two hundred and thirty nine Pagodas Current money of Calcutta being the Principal and Respondentia due on the Respondentia Bond aforesaid and that on receipt thereof the Plantiff do sign and execute to the Defendants a Bond with condition to repay so much of the said summ to the Executors or Administrators of the said William Andrews Deceased as shall make him on an average with the several Respondentia Creditors of the said William Andrews on the ship Prince of Orange in case the deceased's Effects shall be insufficient to discharge their whole Demands And it's further Ordered that the Defendants do pay the Costs of the Suite.

Current Rs. 1239 £st. 134: 4: 6.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

AUGUST 17TH. 1736.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Comrah Collatee of Madrass Merchant That Triplicane Teetah Chittee of the same place Merch^t^. did in the year 1720 apply himself to Your Orators

father Pullemallee Caurumboo Chitty Merchant then living and resideing in Madrass for the Loan of forty Pagodas and did make over and mortgage unto Your Orators father Pullemallee Caurumboo Chittee one house and grounds scituated in the Black Town for further security of said forty Pagodas as set forth in a writeing or Mortgage Bond under the hand of the said Triplicane Teetah Chittee now in Your Orators Custody ready to produce as this Honourable Court shall direct will appear And Your Orator further shews that the said Triplicane Teetah Chittee did apply himself to Your Orators father for a further summ of forty Pagodas for which he gave unto Your Orators father his Bond also in Your Orators Custody ready to be produced as this Honourable Court shall Direct. Your Orator applying himself to the said Triplicane Teetah Chittee and demanded payment of said money but could get no satisfaction but Delays and triffling summs which at several payments amounts to thirty three Pagodas and nine fanams, and great disputes ariseing about the Principal and Interest Your Orator did agree with the said Triplicane Teetah Chittee to refer the same to the determination of Mootapah Chittee, Chillumbrum Chittee, Cimah Mootu Chittee, and Vencatasia Chittee, Merchants of Madrass, accordingly they gave their award in writeing thereby directing the said Triplicane Teetah Chittee to pay Your Orator the summ of fifty five Pagodas which is in sterling money of Great Britain at the rate of eight shillings per pagoda twenty two pounds or thereabouts and Interest on forty pagodas from the time of borrowing till the awarding this award which said award is now in Your Orators Custody ready to be produced as this Honourable Court shall direct will more fully appear, Your Orator further shews that he has in a most friendly manner requested payment of the said moneys and Interest thereon But now so it is may it please this Honourable Court that the said Triplicane Teetah Chittee absolutely refuses to give your Orator any satisfaction in the Premisses.

John Russell,
Att. for the Complainant.

Mayors Court of Madrasspatnam.

Tuesday the 24th day of August A.D. 1736 Between Comra Collattee of Fort St. George Merchant Complainant and Triplicane Teetah Chittee of the same place Merchant Defendant.

Pags. 55 £st. 22. Upon reading the Plantiffs Petition and also Translate of an Award under the Hands of Mootapah Chittee, Chillumbrum Chittee, Chinnae Mootah Chittee and Vencate Chittee dated the [*Lacuna*] of [*Lacuna*] A.D. [*Lacuna*] Whereby it appeared that the Parties Complainant and Defendant had submitted the several matters in dispute between them to their determination and the Defendant appeared in Court and admitting the Justness of said Award this Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plaintiff the summ of fifty five pagodas being so much directed to be paid by the aforesaid Award with Interest after the rate of eight per cent per annum from the signing and delivery thereof together with his Costs of Suite.

Per Cur.

John Stratton,
Register.

To the Honourable the Mayors Court at Madrasspatnam.

Humbly Complaining Sheweth to this Honourable Court Your Orator Tripoly Conicoply of Madrass That Jaintu Baumpanah Merchant of Bimlipatnam having received of Your Orator the summ of one thousand rupees Current of Madrass which is in sterling money allowing eight shillings per pagoda the summ of one hundred and thirty three pounds seven shillings or thereabouts In consideration of such money then delivered by Your Orator to the said Jaintu Baumpanah He the said Jaintu Baumpanah did make and sign a writeing in favour of Mr. Samuel Harrison bearing date the fifth day of July which was in the year of Our Lord 1735 thereby acknowledging the receipt of the money aforesaid and that it was to be applyed for Purchasing of Rice on his account and that the Custom, Freight and Charges of the said Rice should be settled according to the Custom of the Merchants at Woorissa, and that after deducting the charges the said Jaintu Baumpanah obliged himself that the produce of the money aforesaid in Rice should be delivered by his Attorney or Correspondent to the said Mr. Samuel Harrison his Attorney or Correspondent at whatever port the ship called the Bovano Sancrando should arrive at, (seeing by the said Bond it was declared that the rice should come on the Bottom of the said ship) and by a special Proviso in the said Bond that if by reason of any disturbance at the port of Woorissa that he could not procure Rice, then and in that case the said Jaintu Baumpanah obliged himself to return the said money to the said Mr. Samuel Harrison as per the said original writeing now in Your Orators Custody and Endorsed to Your Orator declaring the same to be a Deed in trust is Endorsed to Your Orator by the said Mr. Samuel Harrison's Attorneys and Translate thereof hereto annexed will more fully appear to this Honourable Court And Your Orator shews that some time ago the said ship Bovano Sancrando having arrived at this port from the port of Woorissa with a Loading of Rice and Paddy belonging to the said Jaintu Baumpanah, he has frequently applyed himself to Juggaram Gomaster Merchant of and now being and resideing in Madrass, and Attorney and Correspondent to the said Jaintu Baumpanah (as also seeing the said Juggaram Gomaster has taken into his possession all the Rice, Paddy and other Commodities that were on board the said vessell) requesting him to make good and satisfye Your Orator according to the tenour of the aforesaid Bond. But now so it is may it please this Honourable Court the said Juggaram Gomaster absolutely refuses to give Your Orator any Payment or Satisfaction in the Premisses. June 29th. 1736.

David Forbes,
Att. for the Complainant.

Translate of an Agreement.

I Jointe Baumpanah do give this Agreement unto Mr. Harrison whereas I acknowledge to have received of him the summ of one thousand rupees for buying Rice, Custom &ca. Charges and carry the same on Bottom of ship called Bovano Sancrando, and whatever ports the said Rice shall be brought ashore where my Correspondence shall deliver to his Correspondence the said Rice deducting the Custom &ca. Charges and thereout he shall allow the damage in the ship at five Cujan per every Garse I further promise that concerning the freight &ca. charges shall have it settled as usuall to all Merchants at Vodissa and in case I could get no Rice by reason of any Disturbance at the said Port of Vodissam I Oblige [myself] to return his money again Witness my Hand this 5th day of July 1735.

Jointe Baumpanah.

Witness
Cunchom Linganah.
Curacaylo Narraindo.

This Agreement was drawn by

Depooja Paupavah

The Answer of Juggaram of Madrass Defendant to the Bill of Complaint of Tripoly Conicoply of Madrass Complainant.

Jur. in cur. July 15, 1736.

The Defendant saving and reserving to himself now and at all times hereafter all and all manner of benefit and advantage of Exception to the Errors and Imperfections in the said Bill Contained for answer thereinto or unto so much thereof as this Defendant is advised doth materially concern him to make answer to This Defendant saith that he doth not know to the Contrary but that it may be true that the Complainant did pay into the Hands of this Defendants Correspondent Jaintu Baumpanah the summ of one thousand Current rupees for the Purposes in the Complainants Bill mentioned And that he the said Jaintu Baumpanah might sign such a Note or Agreement acknowledging to have received the said money as of Mr. Samuel Harrison in trust for the Complainant upon the term and upon the conditions in the said Agreement also mentioned and annexed to the said Complainants Bill of Complaint And this Defendant admits that sometime since the ship Bovano Sancrando arrived at this Port from Vodissam with a Loading of Rice and Paddy and other Goods chiefly belonging unto the said Jaintu Baumpanah and that the same was consigned unto this Defendant. And this Defendant having received from the said Jaintu Baumpanah an account thereof as well as what properly belonged unto the Complainant he this Defendant gave the Complainant Notice thereof and acquainted him That the said Jaintu Baumpanah had ordered this Defendant to deliver to the Complanant five garse of Rice and five garse of paddy (according to the measure of Vodissa) which he the said Complainant refused to receive alledging that the same was not the whole Quantity he was to have whereupon this Defendant further acquainted the said Complainant of the contents of the Letters he had received from the said Jaintu Baumpanah That he had laid out (as usuall) a great summ of money to the Planters Thereby the better to procure the Rice and Paddy at a cheaper Rate for the Benefitt of all Parties concerned But there happening great Damage thereto by the Ensueing Monsoons Insomuch that it turned to their great Loss so that the said Jaintu Baumpanah was obliged to take what he could get which was what he sent in the ship the Complainants proportion thereof according to the tenour of the said Agreement and the usage and Custom of Merchants being the quantity herein before mentioned And this Defendant admitts that the Complainant did demand and request of this Defendant the quantity of Rice and Paddy according to the tenour of the said Agreement which this Defendant is advised was and is according to the true intent and meaning thereof, all which matters and things this Defendant is ready and willing to averr, Maintain and prove as this Honourable Court shall award and humbly prays to be from hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

GRANTH[M]. BIRD,
Att. for the Defendant.

August 3, 1936.

The Replycation of Tripoly Conicoply of Madrass Complainant to the Answer of Juggaram of the same place Merchant Defendant.

The said Replyant saving to himself all advantages of Exception to the uncertainties, untruths and Insufficiencys of the Defendants answer, saith that all and singular the matters and things in the Replyants said Bill contained are true as the same are there alledged and that the answer of the said Defendant to the said Bill is very untrue, imperfect and Insufficient to be re[p]lyed into for that the Defendant has not particularly set forth in his answer or otherwise what money was laid out in order to procure the said cargo neither has he set forth what the freight or other charges amounts to

and what the Contents of the whole cargo then purchased was, that thereby this Honourable Court might the better judge if the Charges was to come in average on the whole, what part of the same with the freight would effect this Complainants share seeing he this Complainant is very well informed that it is the manner by which the Merchants who trade to those places in Grain adjust their Accounts, And this Replyant admitts that soon after the arrival of the ship the Defendant desired this Replyant to accept of five garce of Rice and five garse of Paddy to be in full satisfaction, which this Replyant refused to do, because there was no Paddy mentioned in the Obligation, 'Translate whereof is annexed to the Bill of Complainant and it was not to be supposed, that five garse of Rice was sufficient in consideration of the money advanced, And this Replyant is ready to averr, maintain and prove the same as this Honourable Court shall award, and humbly prays as in and by his said Bill he has already prayed.

David Forbes,
Att. for the Complainant.

The Rejoynder of Juggaram Merchant of Madrass Defendant to the Replication of Trepoly of the same place Merchant Complainant.

The said Defendant now and at all times hereafter saving and reserving AUGUST
to himself all and all manner of Benefitt and Advantage of Exception to the 16th 1736.
Incertaintys and Insufficiency of the said Replication saith That the Defendants said Answer is certain true and sufficient in the Law to be replyed unto and he also saith as in and by his said Answer he has already said and does and will aver and Maintain all and every thing and things therein to be true and certain in such manner and forms as they and every of them are therein alledged and Expressed.

Granthm. Bird,
Att. for the Defendant.

Mayors Court of Madrasspatnam.

Tuesday the 24th day of August Anno Domini 1736 Between Tripoly of Fort St. George Merchant Complainant and Juggaram of the same place Merchant Defendant.

This Cause coming on this day to be heard and debated before this Court in presence of the Parties and their Attorneys on both sides On hearing the
Bill, Answer, Replication and Rejoynder and also Translate of one Cadjan Pags. 250
Note or Agreement, under the hand of Jaintu Baumpanah (the Defendants £st. 100
master) dated the 5th day of July 1735 Read and what was alledged on either side and upon Examination had of the Matters in this Cause and due Consideration thereon This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree That the Defendant do pay and deliver unto the Plantiff out of the Effects of Jaintu Baumpanah, five garse of Rice and five garse of Paddy Bimlepatnam Measure free of all Charges and Deductions. And that on receipt thereof the Plantiff do Endorse the same off the Bond of Agreement aforesaid, And its further ordered that if it should hereafter appear that the said five garse of Rice and five of Paddy be not the Plantiffs share and Proportion according to the money delivered the said Jaintu Baumpanah to invest in the purchase of said Grain that he the

said Jaintu Baumpanah shall be lyable to make the same good to the Plantiff when and wheresoever it shall be so Demanded of him And that the Defendant do pay the Costs of this Suite.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT AT MADRASSPATNAM.

DECR. 16, 1735. Humbly Complaining Sheweth unto this Honourable Court Your Orator Allundo Gopall Merchant now being and resideing in Madrass That Mootalu of the same place Merchant having occasion for a summ of money applyed himself to Your Orator for the Loan thereof whereupon Your Orator did advance and lend to the said Mootalu the summ of Forty two Pagodas Current of Madrass which is in sterling money of Great Britain after the rate of eight shillings per Pagoda the summ of sixteen pounds sixteen shillings or thereabouts For the secureing the repayment thereof the said Mootalu did give one Cadjan Note or Writeing under his hand bearing date on or about the ninth day of October which was in the year of Our Lord One Thousand Seven Hundred and Twenty to Suramanor late of Madrass Merchant deceased in trust for your Orator (thereby promising to deliver Madrass Rupees for that summ after the rate of three and a half rupees per pagoda after the first parcel of Silver was delivered into the Mint from the next Europe ships that arrive from England) Translate whereof is hereto annexed To which Cadjan Note or Writeing now in Your Orators Custody beggs leave to be referred will more fully and at large appear And Your Orator farther Sheweth unto this Honourable Court That the time has long since expired since the Moneys aforesaid became payable And that the said Suramanor in his life time has often in a friendly manner as also Your Orator since his death requested the said Mootalu to perform his said Agreement But now so it is may it please this Honourable Court the said Mootalu has postponed Your Orator from time to time and now absolutely refuses to pay to Your Orator the Principal and Interest due as aforesaid.

HENRY WADDINGTON,
Att. for the Complt.

OCTOBER THE 9TH. 1720.

I Sulah Manee Gruapahs Son Mootalue Do hereby acknowledge to have Borrowed and Received of Surah Mannar Chittee the summ of forty two pagodas for which I promise to deliver him Madrass Rupees at the rate of 3½ per pagoda after the first parcell of Silver is delivered into the Mint from the next Europe ships that arrive at this Port from England.

Signed

MOOTALUE.

Witness—

JELLAGEREE PEDA BALL CHITTEE.
GANJEE BALL CHITTEE.

Drawn by the Mint Braminy.
VENCAT PUDANAPADUE.
True Translate.
PER RALPH MANSELL,
Examiner.

The Answer of Mutalue Mint Goldsmith of Madrass Defendant to the Bill of Complaint of Allundo Gopall of the same place Schroff Complainant. Jur, in Cur. March 5, 1735-6.

This Defendant saving to himself all Benefit of Exception to the Errors and imperfections in the said Bill Contained for Answer therein or unto so much thereof as this Defendant is advised materially concerneth him to make answer into He answereth and saith that when he was about twelve years of age he wrought at his trade with his father in the Mint and used to borrow money of this Complainant and always paid him according to agreement But upon the ballance of the last account the Complainant brought in a charge against this Defendant for pagodas forty two Current of Madrass and had a Cadjan Note wrote in favour of one Suramana as money then lent, This Defendant at first refused to sign the said Note by telling the Complainant that he was due no more as the Ballance of their last five years Transactions but sixty six rupees, but by extraordinary threatenings and that this Defendants Father should not hear anything of the matter this Defendant admitted he signed the Cadjan as specified in the Complainants Bill of Complaint, about three years after the date of the Note Suramana made a demand of the moneys, but upon this Defendants answering that he was due no more than sixty six rupees, the said Suramana used this Defendant very barbarously and upon a Complaint being made to one of the Justices this Complainant fled from this place and was not heard of for five or six years, upon the Complainants return to this place he made fresh demands on this Defendant and was answered as aforesaid on which both parties agreed that the same should be determined by arbitration and penalty Bonds were drawn for that Effect, and the arbitrators frequently mett but no award was made during the space of four years. Thereafter there was no other demand made on this Defendant untill he was sued to appear in this Honourable Court. Therefore this Defendant humbly begs that the said affair may again be recommended to the arbitration of people of their own Cast, to be mutually chosen and that there may be Penalty Bonds thereon that both partys may stand to the award of the Arbitrators. All which matters and things this Defendant is ready to aver, Maintain and prove as this Honourable Court shall direct and prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

David Forbes,
Att. for the Defendant.

The Replication of Allundo Gopall of Madrass Merchant Complainant to the Answer of Mootalu of the same place Mint Goldsmith Defendant. March 16, 1735-6

This Replyant saving to himself all advantages of Exception to the Incertaintys, Untruths and Insufficiencys of the Defendants Answer for Replycation thereunto saith that all and singular the matters and things in the Repliants said Bill Contained are true as the same are therein alledged and Expressed and that the Answer of the Defendant to the said Bill is very untrue, imperfect and Insufficient to be replyed unto, And this Replyant is ready to averr, Maintain and Prove the same as this Honourable Court shall award and humbly prays as in and by his said Bill he hath already Prayed.

Henry Waddington,
Att. for the Compl[t].

Rejoynder Generall.

Interrogatory to be administered to such Witness as shall be produced Sworn and Examined on the part and behalf of Mootalu Mint Goldsmith in a certain Cause wherein the said Mootalu is Defendant and Allundo Gopall Schroff of Madrass is Complainant.

To VENCATTEPUTTE.

IMPRIMIS

Do you know the Parties Complainant and Defendant in this Cause or Either and which of them and how long have you known them or Either of them and which of them Declare.

ITEM What do you know or can set forth of a Bond that was Signed by this Defendant to the Complainant and what age was the defendant when he told you he had signed the Bond, and what passed betwixt this Defendant and you when he told you that, that very day he signed the Bond.

ITEM Do you know or can you say any other thing Materiall for the Defendant in this case, if so set forth the same as you know, have been Informed or do believe with the Reasons of such Your Beleifs.

DAVID FORBES,
Att. for the Defendant.

Between Alundoo Gopall of Madrass Shroff Complt. and Mootalu of the same place Defendant.

DEPOSITION of Witness taken in this cause by and before the Examiner in this Court as follows.

Vencatteputee Deposeth to the Second Interrogatory and saith he knows nothing of Executeing or any matter relateing to the Bond Enquired after in the Interrogatory More than that many years past the Defendant came one day to this Deponent and told him that in the place he had been working Gopall the Complainant had deceived him and prevailed with him to give him a Bond under his hand for a certain Summ of money and desired this Deponent to acquaint Mint Ball Chittee of it since which time the Defendant never mentioned it to this Deponent again. The Defendant was then about sixteen years of age.

VENCATTEEPUTTEE.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 24th day of August Anno Domini 1736 Between Allundo Gopall of Fort St. George Merchant Complainant and Mootalu of the same place Merchant Defendant.

Madrass rupees 66 or £st. 8 : 5 : 1

This Cause coming on this day to be heard and debated before this Court in presence of the Parties and their Attornies on both sides, On hearing the Bill, Answer, Replication and Rejoynder and also the Interrogatorys and Deposition of Vencatteeputtee Examined on the part of the Defendant and also the Records of this Court in a Cause wherein Suramana of Fort St. George Merchant was Complainant and Mootalu of the same place Defendant And also Translate of one Cadjan Bond under the hand of the Defendant dated the 9th day of October A.D. 1720 Read and what was alledged on either side and upon examination had of the matters in this Cause and due Consideration thereon, And it appearing that the Bond given by the Defendant to the Plantiff was executed in the Nonage of the Defendant which by Enquiry and according to the Custom of the Cast of the Parties Its declared to be That if any Person under age enter into any Bonds during the life time of the father the same is of no validity without his consent being first asked and obtained and Ten persons Heads of the Cast Subscribing their Names as Witnesses thereto Which doth not appear to be the present case but the Defendant having admitted by his Answer that a Ballance of Madrass rupees sixty six doth remain due from him to the Plantiff This Court doth therefore think

fitt to Order and Decree and doth accordingly Order and Decree that the Bond executed by the Defendant as aforesaid for secureing the repayment of the summ of Pagodas forty two be delivered up to the Defendant to be cancelled. On doing which the Defendant is to pay to the Plantiff the summ of sixty six Madrass Rupees with Interest thereon after the rate of eight per cent per annum from the 24th day of August 1734 untill full payment be made and that each party do pay their own Costs.

Per Cur.

John Stratton,
Register.

To the Honourable the Mayors Court of Madrasspatnam.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Antony Fernanty Mariner of Madrass That Your Orator was hired and accordingly enterd on board the ship called the Const[a]ntinus Magnus as one of the Mariners thereof in her late voyage at and from Pegue to this Port for which said service Your Orator hath justly due and oweing to him the summ of ninety pagodas and eight fanams Current of Madrass And Your Orator shews that he is well informed that the said ship belonged or otherwise was consigned unto one Coja Thadeus Auga Pera Merchant of Madrass and others as partners or part owners thereof who soon after the said ships arrivall sold her to one Shaik Farazulla of Madrass And Your Orator well hoped that the said Auga Pera and partners would have paid him his said wages justly due and oweing to him for his service as aforesaid since it is well known Law and Custom That the ship is bound for payment of Seamans wages But now so it is may it please this Honourable Court that the said Auga Pera and partners pretend that they have sold the said ship unto the said Shaik Parazulla and that therefore they have nothing to do therewith but that Your Orator must apply unto the said Shaik Farazulla for payment of his said wages And he the said Shaik Farazulla pretends that he bought the said ship without any such condition to pay the wages due thereon and therefore absolutely refuses to give Your Orator any Satisfaction in the Premisses.

July 6th. 1736

Granth^m. Bird,
Att. for the Compl^t.

The Answer of Shaik Farazulla of Fort St. George Merchant Defendant to the Bill of Complaint of Antony Fananty of the said place Mariner Complainant.

Jur. in Cur. Aug. 10, 1736.

This Defendant saving and reserving to himself all Benefitt and Advantage of exception to the many Errors and Imperfections in the Complainants said Bill of Complaint contained for answer thereto or unto so much thereof as he this Defendant is advised doth materially concern him to make answer unto He this Defendant answereth and saith that Coja Gregory an Armenian of this place Purchased of Auga Pera and Brothers on this Defendants account a ship named the Constantinus Magnus for Pagodas 5500 of which summ this Defendant paid the said Auga Pera at severall times the summ of Pagodas 3152 in part of said Purchase and the Ballance thereof being Pagodas 348 he gave a Promisary Note of hand to pay to Mr. Holland Goddard which this Defendant discharged the next day after executing the same, and the said Mr. Goddard on receipt thereof did assure this Defendant that no other demands were to be made on him on account of the aforesaid ship, But this Defendant saith That Notwithstanding such assurances he the said Holland Goddard did some few days after the receipt of said Pagodas 348 as the Ballance due for the Purchase of the said ship Constantinus Magnus sent this

Defendant a Note by the hands of the Complainant the purport whereof desiring this Defendant to pay the Complainant Antony Fananty the summ of Pagodas 90 for wages due to him from the ship Constantinus Magnus for that the Law always bound the ship for the wages due thereon And that when this Defendant had paid the same he was to come on Thadeus Auga Pera and Brothers as a debt due upon them This Plaintiff saith that for ought he knows to the Contrary the Law of England doth bind the ship for payment of Seamans Wages but believes the same doth only hold good and valid when the Principals or owners have not Goods and Effects sufficient for that purpose which this Defendant apprehends is not the present case. The said Holland Goddard having in his Custody and keeping at this Present time as this Defendant verily believes the summ of Pagodas 348 paid by him in part of the purchase money for the said ship Constantinus Magnus so that this Defendant thinks he justly might refuse to pay the Complainants demand. This Defendant further saith that by agreement he paid Auga Pera the further summ of Pagodas 134–9 for an anchor and Cable sent on board the aforesaid ship and which summ was also paid before the executing of the said Note to the said Holland Goddard. All which Matter and things this Defendant is ready to averr, Maintain and prove as this Honourable Court shall award, Therefore prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

John Russell,
Att. for the Defendant.

Mayors Court of
Madrasspatnam.

Tuesday the 24th day of August A.D. 1736
Between Antony Fananty of Fort St. George Mariner Complainant and Auga Pera and Shaik Farazulla of the same place Merchants Defendts.

This Cause coming on this day to be heard and debated in presence of the Attorneys and parties on both sides On hearing the Bill and the separate Answer of Shaik Farazulla put in thereto read and the Defendant Auga Pera appearing in Court and admitting the Justness of the Plaintiffs demand and upon Examination had of the matters in this Cause and what was alledged on either side and due consideration thereon This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the
Pags. 90 : 8. Defendant Auga Pera do pay unto the Plaintiff the summ of Ninety Pagodas
£st : 36 ; 1 : 9. eight fanams arrears of wages due to him for his service on board the ship Constantinus Magnus together with his Costs of Suite And its further Ordered that in case it shall be found that the said Auga Pera have not Goods or Effects sufficient for that purpose that then the Defendant Shaik Farazulla shall make good and pay the summ of ninety pagodas eight fanams to the Plaintiff as also the Costs of this Suite.

Per Cur.

John Stratton,
Register.

To the Honourable the Mayors Court at
Madrasspatnam.

August 24th. 1736.

Humbly Complaining Sheweth to this Honourable Court Your Orators George Morton Pitt Esqr. Messrs. Nicholas Norse, John Powney, William Monson and Holland Goddard Merchants of Fort St. George That on or about the sixth day of June which was in the year of Our Lord One thousand seven hundred and thirty two Your Orators obtained severall Judgments in

this Honourable Court for divers summs of money the whole amounting to Pagodas 2276–11–69 Current of Madrass due by Tondua Comrapah then Merchant and being and resideing in Madrass which is in sterling money of Great Britain allowing eight shillings per pagoda the summ of £ 910–10 or thereabouts And Your Orators shew that the said Tondua Comrapah on or about the sixth day of June in the year aforesaid for the better secureing the repayment of all and singular the summs Contained in the Judgements aforesaid did mortgage make over and assign unto Your Orators divers and sundry Credits, Effects, Houses, Estate and Commoditys then due owing and belonging to him the said Tondua Comrapah as also by the said Assignments or Writeings he the said Tondua Comprapah did assign and make over to Your Orators all the Goods, Debts, Houses, Effects, Estate Goods and Chattles &c[a]. that was then in his Right or Possession or thereafter might be which will fully appear to this Honourable Court by the said Original Writeing (Registered in the Books of this Honourable Court) and bearing date as aforesaid now in Your Orators Custody ready to be produced as this Honourable Court shall direct As also two House Bills belonging to the said Tondua Comrapah, the one scituated in the Mutaloo Petta in Walake Chitee Street between the Houses of Chillah Mutta and Shiveraw Chittee Containing in length 47 feet and in breadth 27 feet Also one other House scituated in the Mutaloo Petta in Ananda Mutta Marr Street between the Houses of Mutta Marr and Madrapuck Tomby Chittee which said House Bills are now in Your Orators Custody and also ready to be produced as this Honourable Court shall direct And Your Orator shews that severall of the Debts, Goods, Chattles and Effects of the said Tondua Comrapah have been sold and recovered the value whereof amounted to the summ of Pagodas 1728–29–37 or thereabouts which is in sterling money of Great Britain at the rate aforesaid the summ of £ 791–7 or thereabouts and paid unto Your Orators And Your Orators also shew that there is still a considerable Ballance due by the said Tondua Comrapah which they have frequently demanded but without the least Effect.

David Forbes,
Att. for the Complainants.

Mayors Court of
Madrasspatnam

Tuesday the 24th day of August A.D. 1736
Between George Morton Pitt, Nicholas Morse, John Powney, William Monson and Holland Goddard of Fort St. George Merchants Complainants and Tondua Comrapah of the same place Merchant Defendant.

Upon reading the Plaintiffs Petition and also one Deed of Assignment under the hand of the Defendant dated the 6th day of June A.D. 1732 and the Plaintiffs admitting by their Bills that they have received several summs of money in part satisfaction of the Principal money due on the aforesaid Bond. This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree That the Mortgaged Premisses be sold and the money arising by such sale paid to the Plaintiffs in and towards the Discharge of the Principal and Interest remaining due on the aforesaid Bond and that the Defendant do pay the Costs of this Suite.

Per Cur.

John Stratton,
Register.

To the Honourable the Mayors Court of Madrasspatnam.

August 27th. 1736. Humbly Complaining Sheweth unto this Honourable Court Your Orator John Saunders Merchant of Madrass That Robert Orme late of Madrass (since deceased) by a certain Bond or Writeing under his Hand and Seal bearing date in Fort St. George the twenty Second day of August 1734 did thereby acknowledge to have received of Your Orator the just summ of one thousand two hundred and thirty two Pagodas twenty three fanams and seventy four Cash which was to run on Respondentia to Bengall on the following Bottoms on the ship Severn four hundred eighty seven Pagodas twenty one fanams and sixty four Cash and on the Traventore Galley Seven Hundred Forty five Pagodas two fanams and ten Cash which was to go from thence at Respondentia to Mocha on whatever vessell he should be at the rate of eighteen per cent for the voyage and back again to this Port of Madrass as by the said Bond or Writeing now in Your Orators Custody ready to be produced as this Honourable Court shall Direct will appear And Your Orator shews that the said ships did perform their said voyage. But that he the said Robert Orme departed this Life at Mocho whereby and by means whereof the said Principal and Respondentia is become due and payable And Your Orator shews that he hath since received on account of the said Moneys so due to him as aforesaid the summ of two thousand one hundred and forty rupees seven anas Current of Calcutta And Your Orator further shews that since the death of the said Robert Orme several summs of money Goods and Effects part of the Estate of the said Robert Orme are come into the Hands Custody and Possession of Samuel Griffith Merchant now being and resideing in Madrass whereupon Your Orator applyed himself unto the said Samuel Griffith and requested him to pay the said remaining Principal Money and Respondentia due on the said Bond But now so it is may it please this Honourable Court that the said Samuel Griffith refuses to give Your Orator any Satisfaction in the Premisses.

Granthm. Bird.
Att. for the Complainant.

THE ESTATE OF MR. ROBERT ORME DECEASED.

Dr.

Date	Particulars						
1734 Aug. 22	To his Respondentia Bond on the Traventore Brig	1232	23	74			
	Premium 18 per cent	221	31	59			
					1454	19	53
	Interest 1 year at 8 per cent				116	13	7
	Pagodas ..				1570	32	60

Cr.

Date	Particulars			
1735 Dec. 22	By Current rupees 2140-7 is Arcot 1963-11-3 at 316 per P. 100	621	15	24
	Interest 8 m. 9 days at 8 per cent per annum.	34	13	70
		655	29	14
	By Ballance due to me	915	3	46
	Pagodas ..	1570	32	60

FORT ST. GEORGE,
31ST AUGUST 1736.

ERRORS EXCEPTED.

JOHN SAUNDERS.

MAYORS COURT OF
MADRASSPATNAM.

Present

HOLLAND GODDARD ESQ^{R}., MAYOR,
HUGH NAISH, THOMAS APPELBY,
EDWARD MICHELL & EDWARD FOWKE,
ALDERMEN.

Tuesday the 31st day of August A.D. 1736 Between John Saunders of Fort St. George Merch^{t}. Complainant and Samuel Griffith Supra Cargo of the ship London and present possessor of the Estate and Effects of Robert Orme late Supra Cargo of the Travencore Galley Deceased Defend^{t}.

Upon reading the Plaintiffs Petition and also one Bond at Respondentia under the hand and seal of Robert Orme deceased dated the 22d day of August A.D. 1734 and also one account current made up by the Plantiff the Ballance whereof appeared to be Pag^{s}. 915 :3 :46. remaining due from the Estate of the
Pags. 915 : 3 : 46 £st. 366 :—:9½ Deceased Robert Orme to be Plantiff and the Defendant appearing in Court and acknowledging that he had assetts in his hands of the said Robert Orme more than sufficient to satisfye the Plantiffs demand This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plantiff out of the Estate and Effects of Robert Orme deceased the summ of nine hundred and fifteen Pagodas three fanams and forty six Cash being the residue of Principal Respondentia and Interest remaining due on the aforesaid Bond and that on Receipt thereof the Plantiff do sign and execute to the Defendant a Bond with Condition to repay so much of the said summ to the Executors or Administrators of the said Robert Orme Deceased as shall make him on an average with the several Respondentia Creditors of the said Robert Orme on the Travencore Galley (all risques from Madrass to Calcutta excepted) In case the Deceaseds Effects shall be Insufficient to satisfye their whole demands and it's further Ordered that the Defendant do pay the Costs of this Suite.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF
MADRASSPATNAM.

AUG. 27TH. 1736. Humbly Complaining Sheweth unto this Honourable Court Your Orator Lewis De Medeiros Merchant of Madrass That Robert Orme late of the same place (since deceased) by a certain Bond or Writeing under his Hand and Seal bearing date in Fort St. George the twenty first day of August A.D. 1734 did thereby acknowledge to have received of Your Orator the summ of Five thousand Arcott rupees which summ was to run at Respondentia on the bottom of the Travencore Galley from this Port of Madrass to the Port of Calcutta in Bengal and from thence to Mocho and back again to the said port at the rate of eighteen per cent for the voyage, But in case the said obligation was not discharged within the space of one year then to run at the rate of eightenn per cent per annum on the Principal only which said summ of five thousand Arcott Rupees together with the Respondentia that should be due thereon he thereby obliged himself his Heirs and Executors to pay to Your Orator his Heirs and Executors within twenty one days after the safe arrivall of the said ship at

the said Port of Madrass as by the said Bond or Writeing now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear And Your Orator shews that the said ship performed her said voyage in safety by means whereof the said Principal Money and Respondentia thereon became due and payable And Your Orator shews that the said Robert Orme departed this Life in the said voyage since whose death Your Orator hath received on account of the moneys due on the said Bond the summ of two thousand seven hundred and sixty rupees two anas and six pice Current of Calcutta And Your Orator further shews That since the death of the said Robert Orme several of his Moneys Goods and Effects are come into the hands Custody or possession of Samuel Griffith Merchant now being and resideing in Madras whereupon Your Orator applyed unto the said Samuel Griffith and requested him to pay the Principal and Respondentia remaining due on the said Bond But now so it is may it please this Honourable Court That the said Samuel Griffith refuses to give Your Orator any Satisfaction in the Premisses.

GRANTH[M]. BIRD,
Att. for the Complainant.

THE ESTATE OF ROBERT ORME DECEASED.

Date	Dr.	Rs.			Date	Cr.	Rs.		
Augst. 21 1734	To his Bond at Respondentia on the Traventore Galley Arcott Rupees	5000	—	—	1735 Dec. 5th.	By a dividend of his Estate recd. in Calcutta C. Rs. 2760–2–6 is A.R.	2532	4	—
	Premium 18 per cent per ann. Rs. 5000 from the 21st Augst. 1734 to the 31st Augst. 1736 is 2 yrs. 10 days	1825	—	—		Interest from the 5th Dec. 1735 to the 31st Augst. 1736 at 18 per cent per annum is 8 mo. 26 days	336	12	—
							2869	—	—
						Ballance due to me	3956	—	—
	Arcot Rupees ...	6825	—	—		Arcot Rupees ...	6825	—	—

FORT ST. GEORGE,
AUGUST 31, 1736.

ERRORS EXCEPTED.
MEDEIROS.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 31st day of August A.D. 1736. Between Lewis De Medeiros of Fort St. George Merchant and Samuel Griffith Supra Cargo of the ship London the present possessor of the Estate and Effects of Robert Orme Deceased late Supra Cargo of the Travencore Galley Dfft.

Upon reading the Plantiffs Petition and also one Bond at Respondentia under the Hand and Seal of Robert Orme Deceased dated the 21st day of August A.D. 1734 and also one Account Current made up by the Plantiff to this day the Ballance whereof appeared to be justly due, the summ of A.R. 3956 from the deceased Robert Orme to the Plantiff and the Defendant appearing in Court and acknowledging that he had Assetts in his hands of the said Robert Orme more than sufficient to satisfye the Plantiffs demand This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plantiff out of the Estate and Effects of Robert Orme deceased the summ of three thousand nine hundred and fifty six Arcot Rupees being the residue of Principal and Respondentia due on said Bond agreeable to the tenour thereof And that on the Receipt of the aforementioned summ the Plantiff do sign and execute to the Defendant a Bond with Condition to repay so much of said summ to the Executors or Administrators of the said Robert Orme as shall make him on an average with the several Respondentia Creditors of the said Robert Orme on the Travencore Galley (all risques from Madrass to Calcutta excepted) in Case the Deceaseds Effects shall be Insufficient to satisfie their whole demand And it's further Ordered That the Defendant do pay the Costs of this Suite.

A. Rupees 3956. £ st. 461 : 11 : 6

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Ralph Mansell Merchant of Madrass that Robert Orme late of the same place since deceased by a certain Bond or Writeing under his hand and seal bearing date in Fort St. George the twenty fourth day of August A.D. 1734 did thereby acknowledge to have received of Your Orator the summ of one thousand pagodas current of Madrass which summ was to run at Respondentia on the bottom of the Travencore Galley from this port of Madrass to the port of Calcutta in Bengall and from thence to Mocho and back again to the said port at the rate of eighteen per cent for the voyage which said summ of one thousand pagodas together with the Respondentia that should be due thereon he thereby obliged himself his heirs and Executors to pay to Your Orator His Heirs and Executors within twenty one days after the safe arrivall of the said ship at the said port of Madrass as by the said Bond or Writeing now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear And Your Orator shews that the said ship performed her voyage in safety by means whereof the said Principal money and Respondentia thereon became due and payable And Your Orator shews that the said Robert Orme departed this Life in the said voyage since whose death Your Orator has received on account of the moneys due on the said Bond the summ of 1528 Current rupees of Calcutta And Your Orator shews that since the death of the said Robert Orme several of his moneys Goods and Effects are come into the Hands Custody or possession of Samuel Griffith Merchant now being and resideing in Madrass Whereupon Your Orator applyed unto the said Samuel Griffith and requested him to pay the Principal and Respondentia remaining due on the said Bond But now so it is may it please this Honourable Court that the said Samuel Griffith refuses to give Your Orator any Satisfaction in the Premisses.

1736. AUGUST 27TH.

JOHN RUSSELL.
Att. for the Complainant.

Mr. Robert Orme Account Respondentia.

Dr.

1734 Augst. 24th.	To his Bond on the Travencore to Bengal and Mocho	1000			
	Premium thereon at 18 per cent ...	180			
			1180	—	—
	Interest thereon at 8 per cent 1 year		94	14	32
	Pagodas ...		1274	14	32

Cr.

1735-6 Jan. 1st.	By current rupees 1528 is Arcot 1401-13-4 @ Rs. 316 per 100 Pagodas	443	22	56
	Interest thereon for 8 mos. at 8 per cent per annum	23	22	56
		467	9	32
	By ballance due to me	807	5	—
	Pagodas ...	1274	14	32

Errors Excepted.

Fort St. George,
Sept. 1st 1736.

Ralph Mansell.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 31st day of August A.D. 1736. Between Ralph Mansell of Fort St. George Mercht. Complainant and Samuel Griffith Supra Cargo of the ship London and present possessor of the Estate and Effects of Robert Orme Deceased Late Supra Cargo of the Travencore Galley Defendant.

Upon reading the Plantiffs Petition also one Bond at Respondentia under the hand and seal of Robert Orme deceased dated the 24th day of August A.D. 1734 and also one Account Current made up by the Plantiff to this day the ballance whereof appeared to be Pags. 807 : 5 : remaining due from the deceased Robert Orme to the Plantiff and the Defendant appearing in Court and acknowledging that he had assetts in his hands of the said Robert Orme more than sufficient to satisfie the Plantiffs demand This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plantiff out of the Estate and Effects of Robert Orme deceased the summ of pagodas eight hundred and seven five fanams being the residue of Principal Respondentia and Interest remaining due on said Bond And that on receipt thereof the Plantiff do sign and execute to the Defendant a Bond with Condition to repay so much of the said summ to the Executors or Administrators of the said Robert Orme deceased as shall make him on an average with the several Respondentia Creditors of the said Robert Orme on the Travencore Galley (all risques from Madrass to Calcutta excepted) in case the Deceaseds Effects shall be Insufficient to satisfie their whole demands And it's further Ordered that the Defendant do pay the Costs of this Suite.

Pags. 807 : 5 : £st. 322 : 17.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

AUGUST 27TH. 1736.

Humbly Complaining Sheweth unto this Honourable Court Your Orator James Nevill Merchant of Madrass that Robert Orme late of Calcutta Mariner (since deceased) by a Certain Writeing or Obligation under his hand and seal bearing date in Calcutta the thirtieth day of October 1734 did thereby acknowledge to have taken up and received of Your Orator the summ of two thousand five hundred rupees current of Calcutta which summ was to run at Respondentia on the Travencore Galley the said Robert Orme Commander from the said Port of Calcutta to Mocho at the rate of eighteen per cent for the voyage and so pro rata at eighteen per cent per annum to be paid to Your Orator or his order within twenty one days after the safe arrivall of the said vessell at Madrass as by the said Bond or Writeing now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear And Your Orator shews that the said ship did perform her said voyage But that he the said Robert Orme departed this Life at Mocho whereby and by means whereof the said Principal and Respondentia is become due and payable and Your Orator shews that he has since received on account of the said money so due to him as aforesaid the summ of One thousand two hundred and forty five rupees twelve annas Current of Calcutta And Your Orator further shews that since the death of the said Robert Orme several summs of money Goods and Effects part of the Estate of the said Robert Orme are come into the Hands Custody or possession or Samuel Griffith Merchant now being and resideing in Madrass whereupon Your Orator applyed himself unto the said Samuel Griffith and requested him to pay the said remaining Principal money and Respondentia due on the said Bond But now so it is May it please this Honourable Court That the said Samuel Griffith refuses to give your Orator any Satisfaction in the Premisses.

GRANTHM. BIRD,
Att. for the Complt.

THE ESTATE OF THE LATE ROBERT ORME DECEASED.

DR.

1734 Oct. 4th.	To his Bond at Respondentia on the Travencore Brig	2500			
	Premium 18 per cent	450			
			2950	—	—
	Interest 1 year at 8 per cent		236	—	—
	Current Rupees ...		3186	—	—

CR.

By a dividend of his Estate received in Calcutta.	1245	12	—
Interest 8 Mos. at 8 per cent per annum ...	66	4	—
	1312	—	—
By ballance due to me	1874	—	—
Current Rupees ...	3186	—	—

FORT ST. GEORGE,
31ST AUGUST 1736.

ERRORS EXCEPTED.
JAMES NEVILL

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 31st day of August Anno Domini 1736 Between James Nevill of Fort St. George Merchant Complainant and Samuel Griffith Supra Cargo of the ship London the Present Possessor of the Estate and Effects of Robert Orme Deceased Late Supra Cargo of the Travencore Galley Defendant.

Upon reading the Plantiffs Petition and also one Bond at Respondentia under the Hand and Seal of Robert Orme Deceased dated in Calcutta the 4th day of October A.D. 1734 and also one Account Current made up by the Plantiff to this day the balance whereof appeared to be C.R. 1874 remaining due from the deceased Robert Orme to the Plantiff and the Defendant appearing in Court and acknowledging that he had Assetts in his Hands of the said Robert Orme more than sufficient to satisfie the Plantiffs demand This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Defendant do pay unto the Plantiff out of the Estate and Effects of the said Robert Orme deceased the summ of one thousand eight hundred and seventy four rupees Current money of Calcutta being the residue of Principal Respondentia and Interest remaining due on said Bond at Respondentia And that on receipt thereof the Plantiff do sign and execute to the Defendant a Bond with Condition to repay so much of the said summ to the Executors or Administrators of the said Robert Orme deceased as shall make him on an average with the several Respondentia Creditors of the said Robert Orme on the Travencore Galley (all risques from Madrass to Calcutta excepted) In case the Deceaseds Effects shall be Insufficient to satisfie their whole demands And it's further Ordered that the Defendant do pay the Costs of this Suite.

Curr^t. Rupees 1874. £ st. 203 :—: 2.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

JULY 6TH. 1736.

Humbly Complaining Sheweth unto this Honourable Court Your Orator Augustus Burton Merchant of Madrass Administrator of all and Singular the Goods and Chattles Rights and Credits of Robert Berriman late Merchant at Fort St. Davids Deceased That Estra Gregoria of Madrass by a certain Note or Writeing under her hand bearing date in Madrass the twenty third of January N.S. 1724 did thereby acknowledge to have received from the hands of Mr. Robert Berriman the summ of three hundred pagodas which he was concerned with her and other Partners in the Purchase of woving Goods as Ginghams &c^a. And she thereby obliged herself to pay unto the said Gentleman or his Attorneys such proportion as should be due to him as by the said Note or Translate thereof now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear And Your Orator shews that the said Robert Berriman in his life time very often requested the said Estra Gregoria to pay his proportion of the said Goods and to give a just account of the said whole concern as Your Orator hath frequently done since the death of the said Robert Berriman and that she would pay what justly remained due unto the Estate of the Deceased But now so it is May it please this Honourable Court That the said Estra Gregoria refuses to give Your Orator any satisfaction in the Premisses.

GRANTH^M. BIRD,
Att. for the Complainant.

The Answer of Estra Gregoria of Fort St. George to the Bill of Complaint of Augustus Burton Merchant Complainant.

Augst. 3^{d}. 1736. Sworn before me Holland Goddard, Mayor.

This Defendant saving to herself all Benefitt of Exception to the Errors and Imperfections in the Bill for answer thereunto or to so much thereof as she is advised materially concerneth this Defendant She this Defendant saith that she admitts it to be true that she this Defendant took from Mr. Robert Berriman the summ mentioned in the Complainants Bill of Complaint and gave a Note or Writeing to the said Mr. Robert Berriman for the said summ and saith that the said summ was advanced her by the said Mr. Robert Berriman for to Purchase Ginghams and other Goods in Partnership with this Defendant and others as sett forth by the Complainant in his Bill of Complaint And this Defendant saith that the said Ginghams &c^{a}. were purchased by her this Defendant and afterwards sold by her this Defendant on account of and by order of the said Mr. Robert Berriman and this Defendant saith that she did at several Payments pay or cause to be paid to the said Mr. Robert Berriman the summ mentioned in the Complainants Bill of Complaint Excepting the deduction of a small summ which was Deficient by the sale of the aforementioned Goods which will by an account current delivered to the said Mr. Robert Berriman (if produced) more fully appear Copy whereof is hereto annexed And further this Defendant saith that upon the delivery of her Account Current to the said Mr. Robert Berriman he the said Mr. Robert Berriman was asked for the Note given him by this Defendant when the said Mr. Berriman did reply he did not know Immediately where to look for the said Note But that he would look for the said Note and if [he] found it before he went to Fort St. David he would send it to the Defendant or if he the said Mr. Robert Berriman could not find it at Madrass he would find it at Fort St. David and tare it that it should never more appear against the Defendant And further this Defendant saith from the Delivery of the aforesaid Account Current till the Commencing of this Suite by the Complainant she this Defendant never was asked or had any demand made by the aforesaid Mr. Robert Berriman or any body for him directly or indirectly. All which matters and things this Defendant is ready to prove and Maintain as this Honourable Court shall award and humbly prays to be hence Dismissed with her reasonable Costs and Charges in this behalf most wrongfully sustained.

John Russell,
Att. for the Defendant.

Dr. Mr. Robert Berriman.

		Pags.	fa.	ca.
1736	To Cash paid Yr. Canaca by order of yr. wife ...	40	—	—
	To Ditto Adidem	100	—	—
	To Cash you have recd. from Chinava Chitty.	120	—	—
	To Do. yr. Wife have recd. one black Serasra.	3	18	—
	To Adidem read	2	9	—
	To Do. one Chint of 20 Cobo.	5	18	—
	To 2 ps. Gingham of Pulicatt	3	18	—
	To 3 ps. Masulipatam Anchevors	3	—	—
	To 2 ps. Cambay to paint	1	4	40
		278	31	40
	To Ballance due	2	13	40
	Pagodas ...	281	9	—

Per Contra. **Cr.**

	Pags.	fa.	ca.
By Cash have recd. to make Gingams in ready money at 8 pags. per Corge 300 and have sold the same Gingams at P. 7½ per Corge amot. for 37½ corge	281	9	—
Pagodas ...	281	9	—

Errors Excepted.

Per Estra Gregoria.

MAYORS COURT OF MADRASSPATNAM.

Tuesday the 31st day of August Anno Domini 1736 Between Augustus Burton of Fort St. George Merchant and Administrator of all and Singular the Goods, Chattles, Rights and Creditts of Robert Berriman Deceased Complainant and Estra Gregoria of the same place Defendant.

This Cause coming on this day to be heard and Debated before this Court in presence of the Attorneys on both sides. On hearing the Bill, Answer and Account Current annexed thereto. The Ballance whereof appeared to be due from the Defendant to the Estate of the said Robert Berriman Deceased the summ of P. 2 : 13 : 40. and also one Translate of one Note under the hand of the Defendant dated the 23d day of January A.D. 1734 N.S. read and what was alledged on either side and upon examination had of the Matters in this Cause and due Consideration thereon This Court doth therefore think fitt to Order and Decree and doth accordingly Order and Decree that the Bond executed by the Defendant under date aforesaid be delivered up to the Defendant to be cancelled on doing which the Defendant is to pay to the Plaintiff the summ of two Pagodas thirteen fanams and forty Cash being the Ballance of the aforementioned account Current and that the Plantiff do pay the Costs of this Suite.

PER CUR.

JOHN STRATTON,
Register.

TO THE HONOURABLE THE MAYORS COURT OF MADRASSPATNAM.

AUGST. 30, 1736.

Humbly Complaining Sheweth unto this Honourable Court Your Orator John Gumley and Josiah Holmes Merchants of Calcutta That Robert Mylne late of the same place Mariner by a certain Bond or Obligation under his Hand and Seal bearing date in Calcutta the sixth day of November Anno Domini 1735 did thereby acknowledge to have taken up and received of Your Orators the summ of five thousand eight hundred and sixteen rupees seven annas and six pice Current money of Calcutta to run at Respondentia on the ship Northumberland whereof the said Robert Mylne was Master from the said port of Calcutta to the ports of Gombroon and Bussora and from thence back to Madrass at the rate of eighteen per cent for such voyage which said moneys he obliged himself his Heirs Executors and Administrators to pay to Your Orators their Heirs Executors and Administrators within twenty one days after the arrivall of the said ship at the port of Madrass as by the said Bond or Writeing now in Your Orators Custody ready to be produced as this Honourable Court shall direct will appear And Your Orators shew that the said ship performed her said voyage in safety by means whereof the said Principal and Respondentia is become due and payable And Your Orators shew that the said Robert Mylne not returning to Madrass they have not had an opportunity of demanding the said Money But that several summs of money Goods and Effects belonging to the said Robert Mylne are come into the hands Custody or possession of Charles Ward Commander of the Sarah Galley now being and resdieing in Madrass whereupon Your Orators applyed themselves unto the said Charles Ward requesting him to pay the said Principal and Respondentia due on the said Bond But now so it is May it please this Honourable Court That the said Charles Ward refuses to give Your Orators any satisfaction in the Premisses.

GRANTHM. BIRD,
Att. for the Complainants.

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